

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, APRIL 28, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, April 28, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman Larry Payne
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilwoman Morrow was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the April 14, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Payne. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None

Mayor Posey welcomed Ms. Morrow back to the City Council and stated everyone would work together to move this community forward.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 040 OF 2014

PROCLAMATION DECLARING THE MONTH OF APRIL 2014 AS GENERAL AVIATION APPRECIATION MONTH IN THE CITY OF NATCHITOCHES

WHEREAS: general aviation and community airports, such as Natchitoches Regional Airport, play a vital role in the lives of our citizens, as well as in the operation of our businesses and farms; and

WHEREAS: The state of Louisiana has a significant interest in the continued vitality of general aviation, aerospace, aircraft manufacturing, educational institutions and aviation organizations and community airports and airport operators; and

WHEREAS: Louisiana is home to 62 public use airports that serve 9,562 pilots and 4,891 active general aviation aircraft. Additionally, the state is home to 60 fixed-based operators, 35 repair stations, 8 flight schools and 520 heliports; and

WHEREAS: general aviation contributes an annual economic impact of \$2.05 billion to Louisiana's economy; and

WHEREAS: aviation not only support Louisiana's economy, it improves our overall quality of life by providing essential emergency medical transportation, enhancing public safety by assisting law enforcement, and transporting business and leisure travelers to their destinations quickly and safely; and


WHEREAS: The nation's aviation infrastructure represents an important, public benefit, and direct, Congressional oversight should be in place to ensure stable funding of this system; and

THEREFORE, I, Mayor Lee Posey of Natchitoches, Louisiana, do hereby proclaim general aviation a vital strategic resource to the City of Natchitoches and declare April to be General Aviation Appreciation Month.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 28th day of April, 2014.



LEE POSEY, MAYOR



City of Natchitoches
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR
Lee Posey

The following Ordinance was introduced by Mr. Payne and seconded by Ms. Morrow at the Natchitoches City Council meeting held on April 28, 2014 as follows:

ORDINANCE NO. 011 OF 2014

**AN ORDINANCE ADOPTING THE
MILLAGE RATE FOR THE TAX YEAR 2014**

BE IT ORDAINED, that the following millage(s) are hereby levied on the 2014 tax roll on all property subject to taxation by the City of Natchitoches:

MILLAGE

Public Safety Tax	10.0 mills
General Alimony Tax	7.03 mills
TOTAL MILLAGE	17.03 mills

BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Natchitoches, Louisiana, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the Year 2014, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

BE IT FURTHER ORDAINED, that cognizance is taken by the City Council that this Ordinance was introduced on the 14th day of April, 2014 and published in the Natchitoches Times on April 19, 2014.

BE IT FURTHER ORDAINED that the foregoing Ordinance was read in full, the roll was called on the adoption thereof, and the Ordinance was adopted by the following votes.

YEAS: Payne, Nielsen, Mims, Stamey, Morrow

NAYS: None

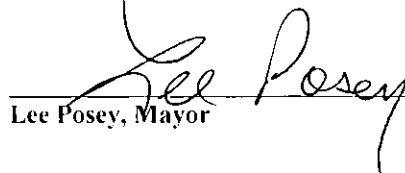
ABSTAINED: None

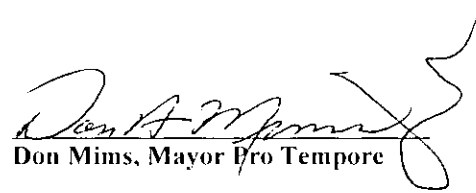
ABSENT: None

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the Natchitoches City Council meeting held on April 28, 2014, at which meeting a quorum was present and voting.

Natchitoches, Louisiana, this 29th day of April, 2014.


Lee Posey, Mayor


Don Mims, Mayor Pro Tempore

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

BEFORE ME, the undersigned notary public, duly commissioned and qualified within and for the aforesaid parish and state, personally came and appeared:

Lee Posey, Mayor

who, after first being duly sworn, did depose and say that:


He/she is the duly authorized Mayor of the City of Natchitoches.

A public meeting was held in accordance with the **Open Meetings Law** at R.S. 42:11, et seq., including allowing a public comment period before taking a vote, R.S. 42:14(D), to adopt the millage rates for the 2014 tax year. That public written notice of the **agenda**, date, time, and place of the meeting (X) **was posted** on the building where the meetings of this taxing authority are usually held no less than 24 hours before the meeting and/or () **was published** in the official journal no less than 24 hours before the meeting.

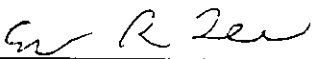
As required by R.S. 42:19.1 a notice giving date, time, place and subject matter of public meeting to adopt the annual millage rate(s) of this district was published in the official journal **and** announced during the course of a regularly scheduled meeting no more than 60 days nor less than 30 days.

A quorum or simple majority of the total membership of the taxing authority was physically present and voting at the public meeting, which was held on the 28th day of April, 2014, at 5:30 p.m. at 716 Second Street, Natchitoches, Louisiana 71457. The meeting was conducted in accord with the prior noticed agenda. Matters not included on the agenda were not discussed without the unanimous approval of the members present after complying with all provisions of R.S. 42:19(A)(1)(b)(ii)(cc).

The taxing district did not roll forward. Copies of all required notices and agenda are attached hereto and incorporated herein by reference.


(Signature of affiant)
Lee Posey
(Printed name)

SWORN TO AND SUBSCRIBED Before Me, this 30th day of April, 2014, at Natchitoches, Louisiana.



Notary Public
Printed or Typed Name (as commissioned): Edd R. Lee
Notary ID or Bar Roll No.: 15749

Mayor Posey stated this is the same millage rate that it has been for several years. This has to be approved every 4 years, but the millage has remained the same.

The following Ordinance was introduced by Mr. Mims and Seconded by Stamey as follows, to-wit:

ORDINANCE NUMBER 012 OF 2014

AN ORDINANCE AMENDING ORDINANCE NUMBER 017 OF 2013, WHICH AUTHORIZED THE DESIGNATION OF AN AREA WITHIN SAMPITE' PARK (FORMERLY KNOWN AS DIXIE YOUTH BALL PARK) FOR USE BY THE NATCHITOCHES POLICE DEPARTMENT IN ORDER TO PROVIDE ON SITE SECURITY FOR SAMPITE' PARK AND FURTHER SETTING FORTH THE DUTIES OF THAT PERSON OR PERSONS DESIGNATED BY THE CHIEF OF POLICE TO PROVIDE ON SITE SECURITY AT SAMPITE' PARK, IN ORDER TO CHANGE THE LOCATION OF THE DESIGNATED AREA, TO PROVIDE FOR ADVERTISING, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches has control and use of Sampite' Park (sometimes hereinafter "Park") through fee simple title and various long term leases; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes the positive impact of locating a police presence at the Park and desires to provide for an on site security guard at the Park; and

WHEREAS FURTHER, the City of Natchitoches has the authority to promulgate regulations to provide for police protection at the Park and further has the authority to provide police protection at the Park pursuant to its general police powers; and

WHEREAS FURTHER, by Ordinance Number 017 of 2013, the City Council of the City of Natchitoches approved a site West of Dalme Drive, South of the drainage ditch, East of the tennis courts and North of Cracker Brown Field as the preferred site to locate the police presence; and

WHEREAS FURTHER, upon recommendation of the Chief of Police, the City Council desires to relocated the approved location, and the City Council desires to make the property shown on the aerial photograph available to the Police Department of the City of Natchitoches for the location and placement of a mobile home of a member of the City of Natchitoches Police Department; and

WHEREAS FURTHER, the duties set forth for the person designated by the Chief of Police as the person to provide security at Sampite' Park shall not change, and that person shall, in addition to regular duties, be assigned the following duties:

- 1) Continued presence of on-site security at Sampite' Park.
- 2) Make rounds and check all facilities located at Sampite' Park.
- 3) Monitor vehicles and persons entering Sampite' Park.
- 4) Monitor activity at ball fields; participants and spectators alike.
- 5) Report any damages or lights that are out to The Parks and Recreation Director, Kendrick Llorens.
- 6) Maintain the property shown in red on the aerial photograph
- 7) Have responsibility for utility service to site.

WHEREAS FURTHER, the City Council remains of the opinion that an on site security guard will enhance the security at Sampite' Park which will promote the safety and security of the persons that utilize Sampite' Park, and will further help safeguard the facilities from damage; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That Ordinance Number 017 of 2013 be amended to provide that the area within Sampite' Park that is designated for use by the Natchitoches Police Department, shall be that area to the East of the northernmost parking lot, as is more fully shown in red on the attached aerial photograph.

(2) That the City Council desires to make the property described above available to the Police Department of the City of Natchitoches, for location and placement of mobile home that will be occupied by a member of the City of Natchitoches Police Department, as designated by the Chief of Police.

(3) That the officer, as designated by the Chief of Police, shall, in addition to regular duties, be assigned the following duties:

- 1) Continued presence of on-site security at Sampite' Park.
- 2) Make rounds and check all facilities located at Sampite' Park.
- 3) Monitor vehicles and persons entering Sampite' Park.
- 4) Monitor activity at ball fields; participants and spectators alike.
- 5) Report any damages or lights that are out to The Parks and Recreation Director, Kendrick Llorens.
- 6) Maintain the property shown in red on the aerial photograph
- 7) Have responsibility for utility service to site.

(4) That the City Council takes cognizance of the fact that the property described above is not currently being utilized for recreational purposes at Sampite Park, but should the City determine in the future that the property is needed for recreational purposes, then the Chief of Police shall release the above described property with reasonable notice to the officer assigned to this duty.

(5) That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

(6) If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

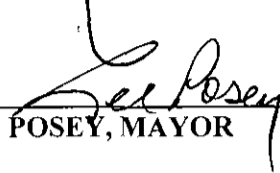
(7) This Ordinance shall go into effect upon publication and in accordance with law.

THIS ORDINANCE was introduced on April 14, 2014 and published in the *Natchitoches Times* on April 19, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Payne, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0
Nays this 28th day of April, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 29th day of April, 2014 at 10:00 A.M.



ST. MARY'S CATHOLIC SCHOOL

1101 East Fifth Street, Natchitoches, LA 71457 (318) 352-8394 www.smstigers.org



April 8, 2014

Mayor Lee Posey
City of Natchitoches
PO Box 37
Natchitoches, LA 71458-0037

RE: Placement of mobile home and security guard in Sampite Park

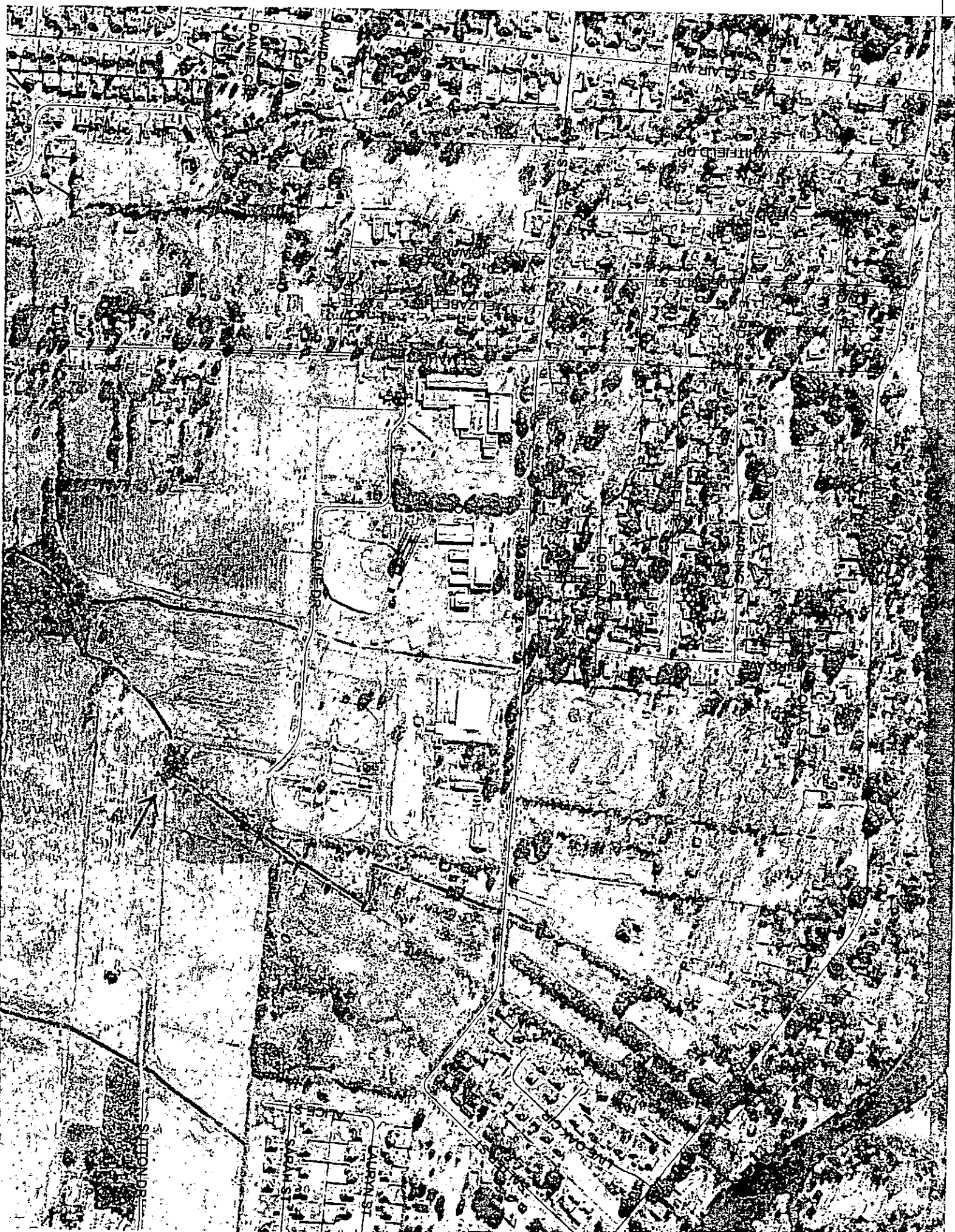
Dear Mayor Posey:

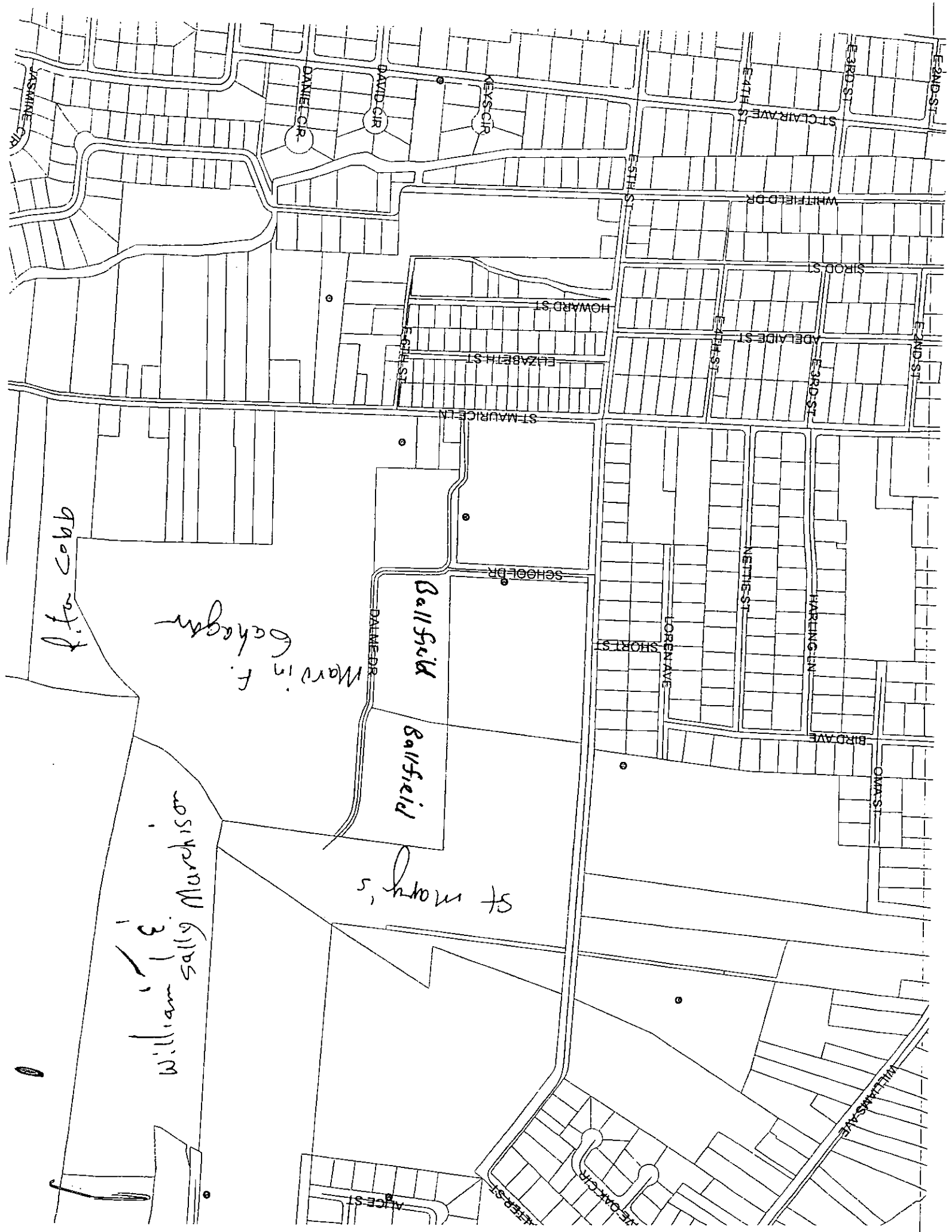
Thank you for your generous offer to provide for continuous, long-term security at Sampite Park. Both the Church and the School are happy to oblige by providing a full easement of land that the Minor Basilica leases to the city.

As per the proposal received, the City (lessee) agrees and is obligated to hold both the Church (lessor) and the School free and harmless from all claims and liability for damages (C.f. Proposal, Item E) and further agrees that the City of Natchitoches has sole responsibility for the operation and maintenance of the complex (ibid, Item F). Therefore, as stipulated, any and all costs associated with the officer and the accompanying housing will be the responsibility of the City.

Again, we are appreciative of this generous and prudent arrangement and express the thanks of both Fr. Ryan Humphries, Rector of the Minor Basilica (Executor and Secretary of the Corporation) and Mrs. Jacque Horton, Principal of the School.

The Very Rev. Ryan Humphries, VF





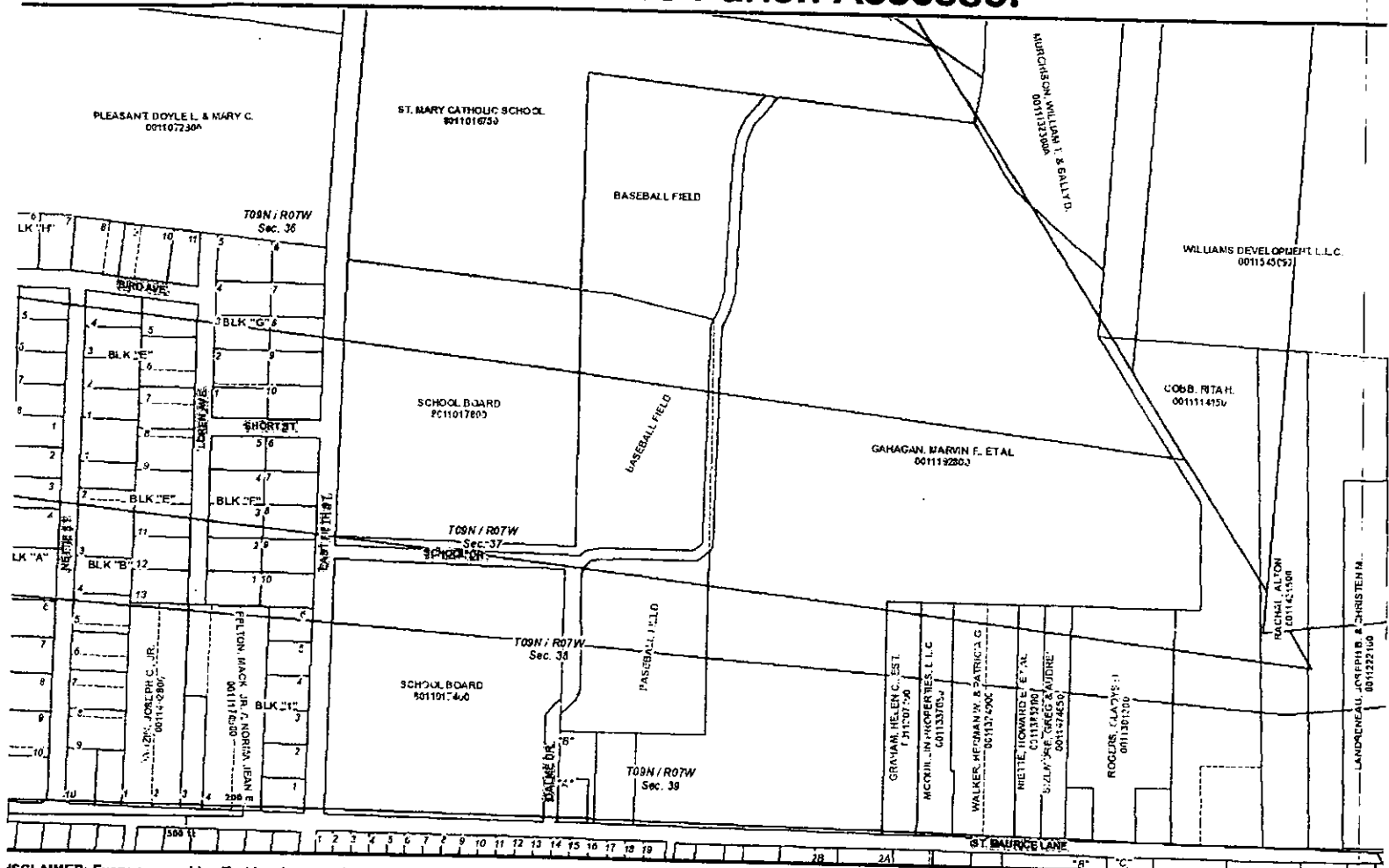
Marvin F. Cochran

William Sally Murchison

Ballfield
St Mary's

St Mary's

NATCHITOCHES PARISH ASSESSOR



DISCLAIMER: Every reasonable effort has been made to assure the accuracy of the data presented. The Assessor of Natchitoches Parish makes no warranties, express or implied, regarding the completeness or suitability of the site data and assumes no liability associated with the use or misuse of said data. The Assessor retains the right to make changes and update data on this site at anytime, without notice. The parcel data on the base map is used to locate, identify and inventory parcels of land in Natchitoches Parish for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers not originating in the Assessor's Offices are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate county or municipal office.

Ms. Morrow asked would there be any security at the other parks where there has been vandalism. Ms. Morrow feels if the other parks are unable to have a security person, there should at least be a police officer patrolling the area regularly at Ben Johnson Park and Richardson Park. Mayor Posey stated the main reason for this park is the amount of traffic that goes through this park and the activities that go on. By the officer's trailer being there, hopefully his presence will deter any suspicious activity that may occur at the park. Ms. Morrow asked the Recreation Director to give Chief Dove some insight on the things that are happening at the other parks so they could patrol those areas as well.

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 013 OF 2014

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT AND CONTRACT WITH THE NORTHWEST LOUISIANA ATHLETIC LEAGUE, APPROVING FORM OF CONTRACT, TERM, CONSIDERATION, ETC., AND AUTHORIZING MAYOR TO EXECUTE CONTRACT IN DUE COURSE.

WHEREAS, the City Council is of the opinion that wholesome sports and recreation activities for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, the City of Natchitoches (sometimes hereinafter "City") is interested in promoting recreation of young people through wholesome sports activities, and is particularly desirous of cooperating with the private sector in organizing and running recreation activities for the youth of our city and area; and

WHEREAS FURTHER, the Northwest Louisiana Athletic League (sometimes hereinafter "Northwest") is a not-for-profit association sponsored in chief by private sector funds, which is the owner of certain facilities which are available for providing recreation opportunities for the youth of our City, said facilities being located on property more fully described as follows, to-wit:

A certain lot or parcel of ground, with all building and improvements thereon, situated and located in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, containing 4.74 acres, more or less, and described as Lot 1 on a plat of survey by A. J. Brouillette, Registered Surveyor, dated July 3, 1979, recorded at Conveyance No. 156394, Map Slide 224B of the Records of Natchitoches Parish, Louisiana.

Said tract bounded on the West by Martin Luther King, Jr., on the North by Lafayette Street, on the East by Railroad right of way and on the South by property of the Natchitoches Parish Police Jury.

; and

WHEREAS FURTHER, Northwest desires that the facilities be used by the public for recreation activities and the City has the ability and desires to provide recreation activities at the facilities; and

WHEREAS FURTHER, Northwest has offered the use of the facilities to the City and in exchange, the City will provide maintenance and will maintain keep in place liability insurance coverage; and

WHEREAS FURTHER, the Parties have negotiated a Lease Agreement and Contract which the City Council has reviewed and approved; and

WHEREAS FURTHER, the Lease has a term of one year with ten one year automatic extensions; and

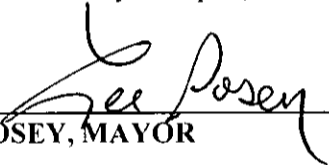
NOW THEREFORE BE IT ORDAINED that the City Council does hereby authorize and empower the Mayor, Lee Posey, to represent the City in executing a Lease Agreement and Contract with the said Northwest Louisiana Athletic League, under the express terms and conditions of the said Lease Agreement and Contract, a copy of which is attached hereto and made a part hereof.

THIS ORDINANCE was introduced on April 14, 2014 and published in the *Natchitoches Times* on April 19, 2014.

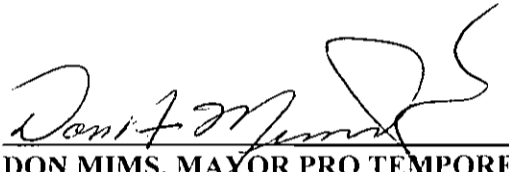
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Payne, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 28th day of April, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 29th day of April, 2014 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

LEASE AGREEMENT

BE IT KNOWN, that on the dates and at the places indicated below, before the undersigned witnesses and Notaries Public, personally came and appeared:

NORTHWEST LOUISIANA ATHLETIC LEAGUE, a Louisiana not for profit corporation, domiciled in the Parish of Natchitoches, with mailing address of 214 High Street, Natchitoches, Louisiana 71457, represented herein by Claire Prymus and Marcus D. Jones, its sole directors
(hereinafter called "LESSOR")

AND

CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, represented herein by Mayor Lee Posey, pursuant to Ordinance Number 013 of 2014, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458
(hereinafter called "LESSEE")

Whereas, the Lessee provides various recreational opportunities to the youth of the City of Natchitoches through its Recreation Department and relationships with various private agencies such as the Lessor; and

Whereas Further, the Lessor is the owner of a recreational complex located on the eastern right of way of Martin Luther King, Jr. Street, which includes two baseball fields and associated facilities and structures (sometimes hereinafter referred to as "Facilities"; and

Whereas Further, Lessee is not currently able to provide any structured recreational opportunities at the Facility and has offered the use of the facilities to the Lessor in order to provide recreational opportunities to the youth of the City of Natchitoches; and

Whereas Further, the City is of the opinion that providing recreational opportunities to the youth of the City of Natchitoches is important to their mental and physical well, and desires to provide recreational opportunities to the youth of the City of Natchitoches at the Facility; and

Whereas Further, the Lessee desires to make the Facility available to the Lessor and the youth of the City of Natchitoches under the following terms and conditions.

THE PARTIES DO HEREBY DECLARE AS FOLLOWS:

I.

Lessor does hereby lease, rent, and let unto the Lessee, the following described property, to-wit:

A certain lot or parcel of ground, with all building and improvements thereon, situated and located in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, containing 4.74 acres, more or less,

and described as Lot 1 on a plat of survey by A. J. Brouillette, Registered Surveyor, dated July 3, 1979, recorded at Conveyance No. 156394, Map Slide 224B of the Records of Natchitoches Parish, Louisiana.

Said tract bounded on the West by Martin Luther King, Jr., on the North by Lafayette Street, on the East by Railroad right of way and on the South by property of the Natchitoches Parish Police Jury.

II.

2.1 The term of this lease is for a period of one year, commencing on the 1st day of May, 2014, and continuing until the 30th day of April, 2015. The lease shall automatically renew for ten additional one year terms.

2.2 The cash consideration for this lease shall be \$1.00, receipt of which is acknowledged. Additional consideration shall include the agreement of the Lessee to 1) carry insurance on the leased premises, 2) assumption of all liability by the Lessee, and 3) maintenance of the leased premises by the Lessee, all as more fully set forth hereinafter.

III.

3.1 It is understood that the Lessor desires that the Facility be used to provide recreational opportunities to the citizens of the City of Natchitoches, and the Lessee shall use of the facilities to provide such recreational opportunities. Lessee agrees not to carry on any activities on the property which is unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The Lessee agrees to keep the premises in good condition during the term of the lease at its expense and to return them to Lessor in the same condition at the termination of the lease.

3.3 The Lessee will also have the primary responsibility to repair and maintain the premises, including mowing, weed-eating, picking up debris, and maintaining and repairing the building and other structures located at the Facility.

IV.

4.1 The Lessee will be responsible for general liability coverage on the premises, at its expense, and agrees to provide evidence of said coverage to the Lessor.

4.2 The Lessee agrees to assume all liability for any damage or injuries that may occur as a result of the Lessee's use of the leased premises under the terms of this lease, and specifically agrees to hold harmless and defend the Lessor from any claim that may arise for property damages or personal injuries that may occur as a result of the Lessee's use of the leased premises under the terms of this lease.

4.3 The Lessee will return the leased premises to the Lessor in the same or better condition as the leased premises were in at the start of the lease.

V.

5.1 The Lessor shall not be liable to the Lessee, or to Lessee's employees, invitees, visitors, or other persons on the premises with or without the permission of the Lessee for any damage to person or property caused by any act, omission or neglect of Lessee or any person acting under their direction, either express or implied, and Lessee agrees to hold the Lessor and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises.

5.2 The Lessee hereby assumes responsibility for the condition of the leased premises and the Lessor shall not be liable for injury caused by any defect to the Lessee or anyone on the premises who derives his right to be thereon from the Lessee, or either of them, unless the Lessor knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

VI.

6.1 During the initial term or any extension, either party may terminate this lease with thirty days notice in writing to the other party. Such notice may be made to the municipal addresses set forth above.

6.2 This lease shall inure to the benefit of the heirs, successors, and assigns of the **Lessor** and the **LESSEE**.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on this 13th day of May, 2014, at Natchitoches, Louisiana.

WITNESSES:

Pam Zetterwick
Hannah Wainwright

NORTHWEST LOUISIANA
ATHLETIC LEAGUE

[Signature]
By: Marcus D. Jones, Director

[Signature]
NOTARY PUBLIC

Print Name: Edd R. Lee

Notary No: 15749

STATE OF TN

COUNTY OF Rutherford

DONE AND PASSED at my office in said County of Rutherford, State of
TN in the presence of the undersigned competent witnesses, on this
3 day of May, 2014.

WITNESSES:

[Signature]
[Signature]

NORTHWEST LOUISIANA
ATHLETIC LEAGUE

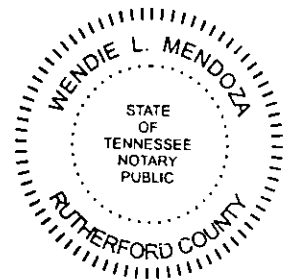
Claire Prymus
By: Claire Prymus, Director

Wendie L Mendoza
NOTARY PUBLIC

Print Name: Wendie L Mendoza

Notary No: N/A

My Commission Expires 9.20.15



STATE OF LOUISIANA
PARISH OF NATCHITOCHES

THUS DONE AND PASSED in the presence of the undersigned Notary Public and
subscribing witnesses on this 13th day of May, 2014, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES

Stacy McQuary

Lee Posey
By: Mayor Lee Posey

Hannah Weuniger

Edd R Lee

NOTARY PUBLIC

Print Name: Edd R. Lee

Notary No: 15749

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Mims as follows, to-wit:

ORDINANCE NUMBER 014 OF 2014

AN ORDINANCE TO AMEND CHAPTER 25 OF THE CODE OF ORDINANCES, ENTITLED PLUMBING, IN ORDER TO ADOPT ARTICLE VI WHICH WILL PROVIDE FOR THE IMPLEMENTATION OF A PROGRAM TO PROVIDE FOR THE INSTALLATION AND FOR THE REGULATION OF BACKFLOW AND CROSS CONNECTIONS WITHIN THE WATER SUPPLY SYSTEM, SPECIFICALLY ADOPTING SECTIONS 25-100 THROUGH 25-118, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches desires to protect the public water supply system from contamination; and

WHEREAS FURTHER, the Louisiana Department of Health and Hospitals has made certain recommendations for the adoption of guidelines and regulations regarding cross connection control; and

WHEREAS FURTHER, Chapter 25 of the Code of Ordinances of the City of Natchitoches is entitled "Plumbing" and the City Council of the City of Natchitoches desires to amend this Chapter to include an article that will provide for the installation and regulation of backflow and cross connections; and

WHEREAS FURTHER, the Director of the Utility Department has recommended the adoption of the new Article; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend and reenact Chapter 25 of the Code of Ordinances of the City of Natchitoches, Louisiana, to add Article VI which will provide for the regulation of backflow and cross connections, all as approved by the Director of Utilities of the City of Natchitoches; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. Article VI of the Code of Ordinance of the City of Natchitoches is hereby adopted to read as follows:

“Article VI. Backflow and Cross Connections

Section 25-100. Purpose.

The purpose of this article is:

- (1) To adopt legislation to protect the public water supply system from contamination.
- (2) To adopt legislation to promote the elimination, contamination, isolation, or control of cross connection between the public water supply system and the nonpotable water systems, plumbing fixtures and industrial process systems or other systems which introduce or may introduce contaminants into the public water system or the consumer's water system.
- (3) To adopt legislation which requires maintenance of a continuing program of cross connection control which will prevent the contamination of the public water system.

Section 25-101. Application.

This article shall apply to all consumers', both commercial and residential. The City may also require cross connection control devices at the service connection of other public water systems served by the City.

Section 25-102. Intent.

It is the intent of the City to recognize the varying degrees of hazard and to apply the principle that the degree of protection shall be commensurate with the degree of hazard.

If, in the judgment of the City or its authorized representative, cross connection protection is required through either piping modification or installation of an approved backflow prevention device, due notice shall be given to the consumer. The consumer shall, in accordance with this article, comply by providing the required protection at their own expense. Failure or refusal or inability on the part of the consumer to provide such protection shall constitute grounds for the discontinuation of water service to the premises by the City until such protection has been provided by the consumer and approved by the City.

Section 25-103. Duty to implement.

The City of Natchitoches Utility Department shall be charged with implementing the terms of this article.

Section 25-104. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article:

Air gap (AG). The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the overflow level rim of the receptacle, and said distance shall be at least double the diameter of the supply pipe measured vertically above the flood level rim of the vessel, but in no case less than one (1) inch.

Atmospheric vacuum breaker (AVB). A device which prevents back-siphonage

by creating an atmospheric vent when there is either a negative pressure or sub-atmospheric pressure in a water system.

Auxiliary water supply. Any water supply on or available to a premises other than the City of Natchitoches public water supply will be considered as an auxiliary water supply. These auxiliary water supplies may include water from any natural source such as a well, spring, river, stream or body of water or any water or other substance of unknown or questionable quality that may present a health or system hazard to the potable public water supply. No physical connection shall be permitted between a public water supply system and an auxiliary water supply system.

Backflow. The undesirable reversal of the flow of water or mixture of water and other liquids, gases, or other substances into the distribution pipes of a potable supply of water from any source or sources, other than its intended source.

Backflow prevention device. Any device, method, or type of construction intended to prevent backflow into the public water supply system.

City. The City of Natchitoches or the City Council of Natchitoches.

Construction water. Water required for construction activities and obtained from a fire hydrant.

Consumer. Any individual, firm, partnership, corporation, or agency or their authorized agent receiving water from the City.

Contamination. An introduction of any sewage, process fluids, chemicals, waste or any other objectionable substances into the public water supply. Contamination may be a threat to life or health, or may cause an aesthetic deterioration, color, taste or odor.

Cross connection. Any physical connection or arrangement between two (2) otherwise separate piping systems; one (1) of which contains potable water of the public water supply system; and the second, containing water of unknown or questionable safety, or steam, gases, chemicals, or substances whereby there may be backflow from the second system to the public water supply system.

Cross connection protection. The degree of protection which exists against cross connections existing between the public water supplies and private plumbing systems.

Degree of hazard. An evaluation of the potential risk to public health and the adverse effect of the hazard upon anyone using the water.

Double check detector assembly (DCDA or DDCVA). An assembly composed of a line size approved double check valve assembly with a bypass containing a specific water meter and an approved double check valve assembly.

Double check valve assembly (DCVA). A backflow prevention device consisting of two (2) independently acting, internally loaded check valves, four (4) properly located test plugs and two (2) isolation valves. (Backflow prevention assembly used for low degree of hazard).

Existing service connections. All existing water service connections which do not have backflow prevention assemblies or existing water service connections which have less than the minimum required backflow prevention assemblies, shall, except for the inspection requirements, be excluded from the requirements of this article so long as the City is assured that the public water system is satisfactorily protected. However, if the

City determines that a hazard to health exists, then a backflow prevention assembly meeting the requirements of this article shall be installed on such existing connection at the consumer's expense.

Inspection. A visual examination of a premise or any backflow protection equipment, materials, workmanship and operational performance.

Isolation. A method of backflow prevention in which a backflow prevention assembly is located at the cross connection rather than at the water service entrance.

Maintenance. Work performed or repairs made to keep backflow prevention assemblies operable and in compliant.

Plumbing inspector. The person appointed by the mayor to the position of City plumbing inspector, or his/her duly authorized representative.

Pollution. Any substance, actual or potential, which pose a threat to the physical facilities of the public water supply system which, although not dangerous to health, would constitute a nuisance or be aesthetically objectionable, or could cause damage to the system or its appurtenances, if introduced into the water supply.

Pressure vacuum breaker assembly (PVB). An assembly containing an independently operating, loaded check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shutoff valves located at end of the assembly.

Reduced pressure principle assembly (RPA). A backflow prevention device consisting of two (2) independently-acting, internally-loaded check valves, a different pressure relief valve, four (4) properly located test plugs and two (2) isolation valves. (Backflow prevention assembly used for high degree of hazard.)

Reduced pressure principle detector assembly (RPDA). An assembly composed of a line size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle assembly.

Registered backflow prevention assembly technician. A master plumber or his designated employee with WSPS certification registered with the State of Louisiana Plumbing Board or its successor agency and the City of Natchitoches to install, test, repair, or replace backflow prevention assemblies used for high degree of hazard.

Spill-resistant pressure vacuum breaker (SVB). An assembly containing an independently operating internally loaded check and independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with a properly located resilient seated test cock, properly located bleed/vent valve and tightly closing resilient seated shutoff valves located at each end of the assembly.

State. State of Louisiana, Department of Health and Hospitals.

Testing. An authorized procedure to determine the operational and functional status of a backflow prevention assembly.

Water, potable. Any public water supply which has been investigated and approved for human consumption by the health agency having jurisdiction. In determining what constitutes an approved water supply, the health agency has final judgment as to its safety and potability.

Water, non-potable. A water supply which has not been approved for human consumption by the health agency having jurisdiction.

WSPS. Water supply protection specialist.

Section 25-105. Water system, defined.

- (a) The water system shall be considered as made up of two (2) parts: the City's system and the consumer's system.
- (b) The City's system shall consist of the source and the distribution system; and shall include all those facilities of the water system under the complete control of the City, up to the point where the consumer's water system begins. Consumer's water system shall include and begin at the pack joint coupling that connects the customer's service line to the City of Natchitoches water meter.
- (c) The source shall include all components of the system utilized in the production, treatment, storage, and delivery of the water to the distribution system.
- (d) The distribution system shall include the network of conduits used for the delivery of water from the source to the consumer's system.

Sec. 25-106. Backflow prevention required.

- (a) When the plumbing inspector determines that the water supplied by the public water system may be subject to contamination or pollution, an approved backflow prevention method shall be specified by the plumbing inspector and implemented by the consumer. The consumer shall install the required backflow protection within the time specified by the plumbing inspector. In determining the time in which backflow protection shall be installed, the plumbing inspector shall consider the degree of hazard potential to the public water supply.
- (b) The backflow prevention method required shall be approved by the plumbing inspector. The method approved by the plumbing inspector shall be sufficient to protect against the hazard potential to the public water supply.

Sec. 25-107. Hazard potential.

The hazard potential to the public water supply system from a consumer's private plumbing system shall be determined using the following hazard factors as each is defined in section 25-104.

- (1) Contamination.
- (2) Cross connection prevention.
- (3) Pollution.

Sec. 25-108. Backflow prevention methods.

A backflow prevention method shall be any assembly or other means designed to prevent backflow. The following are the recognized backflow prevention methods which the City may require under section 25-106 or section 25-109:

- (1) Air gap (AG);
- (2) Reduced pressure principle assembly (RPA);
- (3) Double check valve assembly (DCVA);
- (4) Pressure vacuum breaker assembly (PVB);
- (5) Spill-resistant pressure vacuum breaker (SVB);
- (6) Double check detector assembly (DCDA or DDCVA);
- (7) Reduced pressure principle detector assembly (RPDA); or
- (8) Atmospheric vacuum breaker (AVB).

Sec. 25-109. Backflow prevention methods required.

- (a) Whenever the following items exist or activities are conducted on premises served by the public water system, a potential hazard to the public water supply shall be presumed, and a backflow prevention method of the type specified herein for that item or activity must be utilized or installed at each service connection for that premises. If an activity or item is not on the following list, it shall be evaluated by the plumbing inspector who shall determine a method of backflow prevention.
 - (1) Cooling tower, boiler, condenser, chiller, and other cooling systems: RPA.
 - (2) Tank, vessel, receptacle, and all other water connections, including mobile

- units, except emergency vehicles and private swimming pools: RPA.
- (3) Water-cooled equipment, boosters, pumps or autoclaves: RPA.
 - (4) Water treatment facilities and all water processing equipment (other than residential water softeners): RPA.
 - (5) Bottle washer, bedpan washer, garbage can washer: RPA.
 - (6) Pesticide, herbicide, fertilizer, and chemical applicators (other than typical in-home use): AVB.
 - (7) Aspirator: RPA.
 - (8) Commercial dishwashers, food processing and/or preparation equipment, carbonation equipment or other food processes: RPA.
 - (9) Decorative fountain, baptismal, or any location water is exposed to atmosphere: RPA.
 - (10) X-ray equipment, plating equipment, or any other photographic processing equipment: RPA.
 - (11) Reclaimed water sites with potable water connection: RPA.
 - (12) Recreational vehicle dump stations (sewer), or any other location where water may be exposed to bacteria, virus or gas: RPA.
 - (13) Any premises on which chemicals, oils, solvents, pesticides, disinfectants, cleaning agents, acids or other pollutants and/or contaminants are handled in a manner by which they may come in direct contact with water, or there is evidence of the potential to contact water: RPA.
 - (14) Separately metered or unprotected irrigation systems: RPA or PVB/SVB as allowed.
 - (15) Any premises where a cross connection is maintained or where internal backflow protection is required pursuant to the City plumbing code: RPA.
 - (16) Multi-metered properties with more than one (1) meter connected to another or any building three (3) stories or greater than thirty-four (34) feet in height from service level: RPA.
 - (17) Fire systems-A1NWA Class 1 and 2 and all systems constructed of a piping material not approved for potable water pursuant to the City plumbing code: DCVA or DDCVA. Furthermore, fire systems, Class 1 and 2, that are under the jurisdiction of the fire department or a fire district that requires periodic sprinkler system testing similar to the City's are exempt from this article: DCVA.
 - (18) Fire systems-AVVWA Class 3, 4, 5, 6: RPA pr RPA with detector.
 - (19) Any premises where an unprotected cross connection exists or where there has previously occurred a cross connection problem within the premises: as determined by the City.
 - (20) Any premises where there is a significant possibility that cross connection problem will occur and entry onto the premises is restricted to the extent that cross connection inspections can not be made with sufficient frequency or on sufficiently short notice to assure that unprotected cross connections do not exist: as determined by the City.
 - (21) Multi-use commercial property: DCVA.
 - (22) Consecutive systems, when required by City of Natchitoches: RPA.
 - (23) Fire hydrant/construction water: RPA.
 - (24) Temporary connection to new water mains: RPA.
- (b) When two (2) or more of the activities listed above are conducted on the same premises and served by the same service connection or multiple service connections, the most restrictive backflow prevention method required for any of the activities conducted on the premises shall be required to be installed at each service connection. The order of most restrictive to least restrictive backflow prevention methods shall be as follows:
- (1) Air gap (AG).
 - (2) Reduced pressure principle assembly (RPA).
 - (3) Reduced pressure principal detector assembly (RPDA).
 - (4) Double check valve assembly (DCVA).

- (5) Double check detector assembly (DCDA).
- (6) Pressure vacuum breaker assembly (PVB).
- (7) Spill resistant pressure vacuum breaker (SVB).
- (c) Only individuals with the following credentials shall be recognized as capable of installing backflow prevention methods listed in this section:
 - (1) Master plumber or his designated employee who is classified as water safety protection specialist and has been registered by the State of Louisiana Plumbing Board and the City of Natchitoches and who has obtained eight (8) hours of continuing education every two (2) years to maintain their WSPS certification.

Sec. 25-110. Backflow assembly installation requirements.

- (a) Backflow prevention assemblies shall be installed and maintained by the consumer, at the consumer's expense and in compliance with the standards and specifications adopted by the City at each service connection. The consumer is responsible for notifying the City of any installation, repair, relocation or replacement. A backflow prevention assembly shall be installed as close as practicable to the service connection. Any backflow prevention method shall be installed in accordance with the manufacturer's specifications.
- (b) The assembly shall have a diameter at least equal to the diameter of the service connection or service line at point of connection. Each service connection will require its own backflow prevention assembly.
- (c) The assembly shall be in an accessible location approved by the plumbing inspector. The RPA, RPDA, DCVA, DCDA, PVB, and SVB shall be installed aboveground.
- (d) When a consumer desires a continuous water supply, two (2) backflow prevention assemblies shall be installed parallel to one another at the service connection to allow a continuous water supply during testing and maintenance of the backflow prevention assemblies. When backflow prevention assemblies are installed parallel to one another, the sum of the cross-sectional areas of the assemblies shall be at least equal to the cross-sectional area of the service connection or service line piping at the point of installation, and the assemblies shall be of the same type.
- (e) For an AG installation all piping installed between the user(s) connection and the receiving tank shall be entirely visible unless otherwise approved in writing by the City.
- (f) Backflow prevention assemblies shall not be installed in a meter box, pit or vault.
- (g) A PVB or SVB assembly may be installed for use on a landscape water irrigation system if:
 - (1) The water use beyond the assembly is for irrigation purposes only;
 - (2) The PVB/SVB is installed in accordance with manufacturer's specifications;
 - (3) The irrigation system is designed and constructed to be incapable of inducing back pressure;
 - (4) Chemigation, the injection of chemical pesticides and fertilizers, is not used or provided for in the irrigation system; and
 - (5) No other source of water is available on the premises.If these five (5) criteria are not met, then an RPA is required.
- (h) No person shall alter, modify, bypass or remove a backflow prevention method without the approval of the plumbing inspector.
- (i) Installation of the backflow prevention assembly must be completed within the time specified in the notice to install or within forty-five (45) days of the water meter installation. A time extension may be granted by the plumbing inspector.
- (j) If a consumer fails to install a backflow prevention assembly pursuant to this article, the City shall discontinue water service and assess a compliance fee

pursuant to this article.

Sec. 25-111. New Water Services.

- (1) The City shall require the installation of the approximate backflow prevention device before the initiation of any water service.
- (2) Any changes of, or additions to existing water services shall be treated as new water services for the purposes of this article.

Sec. 25-112. Installation of backflow prevention assemblies for fire systems.

In addition to the requirements of section 25-109 the following shall also apply.

(1) Fire systems:

- a. Fire protection systems consist of sprinklers, hose connections, and hydrants. Sprinkler systems may be dry or wet, open or closed. Systems consisting of fixed-spray nozzles may be used indoors or outdoors for protection of flammable-liquid and other hazardous processes. It is standard practice, especially in cities, to equip automatic sprinkler systems with fire department pumper connections.
- b. A meter (compound, detector check) shall not be permitted as part of a backflow prevention assembly, unless the meter and backflow prevention assembly are specifically designed for that purpose.
- c. For cross connection control, fire protection systems shall be classified on the basis of water source and arrangement of supplies as follows:
 1. Class 1: Direct connections from public water mains only; no pumps, tanks or reservoirs; no physical connection from other water supplies; no antifreeze or other additives of any kind; all sprinkler drains discharging to atmosphere, dry wells or other safe outlets.
 2. Class 2: Same as class 1, except that booster pumps may be installed in the connections from the street mains. It is required to avoid drafting to the extent that pressure in the water main is reduced below twenty (20) psi.
 3. Class 3: Direct connection from public water supply main plus one (1) or more of the following: elevated storage tanks; fire pumps taking suction from above-ground covered reservoirs or tanks; and pressure tanks (all storage facilities are filled or connected to public water only, the water in the tanks to be maintained in a potable condition).
 4. Class 4: Directly supplied from public mains similar to classes 1 and 2, and with an auxiliary water supply on or available to the premises, or an auxiliary supply may be located within one thousand seven hundred (1,700) feet of the pumper connection. Class 4 systems will require backflow protection at the service connection. The type (air gap or reduced pressure) will depend on the quality of the auxiliary supply.
 5. Class 5: Directly supplied from public mains, and interconnected with auxiliary supplies, such as: pumps taking suction from reservoirs exposed to contamination, or rivers and ponds; driven wells, mills or other industrial water systems; or where antifreeze or other additives are used. Class 5 systems require maximum protection (air gap or reduced pressure) to protect the public water system.
 6. Class 6: Combined industrial and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks. Class 6 system protection depends on the

requirements of both industry and fire protection, and shall be determined by a survey of the premises.

- (2) Installation of assembly. When a backflow prevention assembly is required for a water service connection supplying water only to a fire system, the assembly shall be installed on the service line in compliance with standard specifications adopted by the City. (Installation of DCVAs or DDCVAs in a vertical position on the riser may be allowed on fire systems with the plumbing inspector's approval.)

Sec. 25-113. Test, notification, maintenance, records.

- (a) Backflow prevention assemblies shall be tested by a registered backflow prevention assembly technician, and the cost of tests required by this article shall be paid by the consumer.
- (b) Backflow prevention assemblies shall be tested upon installation and shall be tested and inspected at least annually thereafter.
- (c) The annual test compliance date shall be set by the City.
- (d) The City shall notify the consumer at least ninety (90) days before the annual test compliance date for each backflow prevention assembly.
- (e) Backflow prevention assemblies which are in place but which have been out of operation for more than three (3) months shall be tested before operation resumes. Backflow assemblies used in seasonal applications shall be tested before operation resumes each season.
- (f) For annual compliance testing the consumer shall not test any backflow prevention assembly more than ninety (90) days prior to the annual test compliance date.
- (g) The consumer may request in writing a change of the annual test compliance date for any assembly. No compliance date may be changed to be more than twelve (12) months after the most recent test.
- (h) If any testing reveals the assembly to be defective or is in improper operating condition, the consumer is responsible for having any necessary repairs done, including replacement of the assembly, which will return the assembly to proper operating condition. All repairs to backflow prevention assemblies shall be performed by registered backflow prevention assembly technician.
- (i) The registered backflow prevention assembly technician shall provide a copy of the test report to the consumer and the City, and shall maintain a copy for their records. A copy of the records shall be provided to the City within five (5) days after completion of the activity for which the record is made.
- (j) Registered backflow prevention assembly technician shall submit a current copy of their certification or recertification annually.
- (k) Test equipment utilized by the registered backflow prevention assembly technician shall be maintained and calibrated annually by an agency approved by the state. A copy of the annual equipment calibration certificates shall be submitted to the City to maintain equipment registration and certification.
- (l) The registered backflow prevention assembly technician shall not change or modify the design, material or operational characteristics of a backflow prevention assembly during repair or maintenance and shall use only original manufacturer replacement parts.
- (m) The City may require, at its own cost, additional tests of individual backflow prevention assemblies as it shall deem necessary to verify test procedures and results.
- (n) The City will return incomplete and erroneous test forms to the consumer for correction and resubmission by the compliance date. Information on submitted test reports can only be changed or modified by the tester who has signed the report and is responsible for that test.

- (o) At least ten (10) days before the compliance date, if the City has not received the required annual test information by the compliance date or the backflow method/device does not meet applicable codes, the City shall provide notice in writing to the consumer that the City will assess an inspection fee if the required test information is not received and the backflow prevention system does not meet applicable codes by the compliance date.
- (p) The City shall assess fees associated with the implementation of this article. The fees imposed by this article are as follows:
 - (1) *Inspection fee.* An inspection fee of two hundred fifty dollars (\$250.00) per backflow prevention device/method shall be assessed to all consumers who fail to submit the annual test information by the compliance date.
 - (2) *Collection of fees.* All inspection fees shall be assessed as a separate line item through the utility bill issued to the consumer.
 - (3) *Repair/replacement charge.* If testing of the backflow prevention device/method shows repair or replacement is required, the consumer shall be responsible for these additional charges and billed directly by the backflow prevention assembly technician.
- (q) Notwithstanding the foregoing, the City of Natchitoches, may, at its option, issue Requests for Proposals for the testing and maintenance of any portion of its water system, or any auxiliary water supply, existing service connections, or existing customer connections. The City shall issue separate Requests for Proposals for testing and maintenance. Prior to issuing Requests for Proposals, the City shall provide notice to customers whose connections will be tested. Customers shall have 90 days within which they may undertake testing and maintenance through persons approved by the plumbing inspector, and upon providing evidence to the City that such testing and maintenance is complete may opt out of the services provided through the requests for proposal. Any customer who does not opt out shall be responsible for the cost associated with the testing and maintenance and said cost will be billed to the customer through this water bill.

Sec. 25-114. Consumer noncompliance.

- (a) Water service shall be discontinued if a consumer fails to comply with section 25-113. Water service will be discontinued after fifteen (15) calendar days unless approval from the water superintendent or the plumbing inspector to extend the compliance date for, but not limited to the following reasons:
 - (1) Availability of parts.
 - (2) Availability of service.
 - (3) Weather.
- (b) The request for an extension must be made in writing before the fifteenth calendar day following the notification of noncompliance. The approval granted by the City of Natchitoches Water Superintendent or plumbing inspector must be made in writing.

Noncompliance includes, but is not limited to the following:

- (1) A consumers refusal to grant access to the property for the purpose of inspecting the backflow prevention assembly.
- (2) Removal of a backflow prevention assembly which has been required by the plumbing inspector.
- (3) Bypassing a backflow prevention assembly which has been required by the plumbing inspector.
- (4) Providing inadequate backflow prevention which has been required by the plumbing inspector.
- (5) Failure to install, test and/or properly repair a backflow prevention assembly which has been required by the plumbing inspector.

- (6) Failure to provide results of annual compliance testing to the City within five (5) days of the test being completed.
- (7) Failure to pay the compliance fee, if applicable.
- (8) Failure to comply with requirements of this article.

Sec. 25-115. Cease and desist order.

Whenever the City finds that a consumer has violated or continues to violate this article, and/or poses an imminent danger to the City's water supply, the City may issue an order to cease and desist all such violations and direct consumers in noncompliance to:

- (1) Immediately comply with all requirements;
- (2) Take such appropriate action or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations or disconnecting from the City water supply.

Issuance of a cease and desist order shall not be a prerequisite to taking any other action against the user.

Sec. 25-116. Severability.

If any section, paragraph, clause, or provision of this article shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect the validity and enforce ability of the remaining provisions of this article.

Sec. 25-117. Repealer.

All ordinances, parts of ordinances or chapters, sections, subsections or paragraphs contained in the City of Natchitoches Code in conflict herewith are hereby repealed.

Sec. 25-118. Effective Date.

The article shall be in full force and effect immediately following its passage, approval, and publication, as provided by law."

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

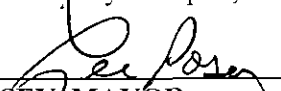
SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

THIS ORDINANCE was introduced on April 14, 2014 and published in the *Natchitoches Times* on April 19, 2014.

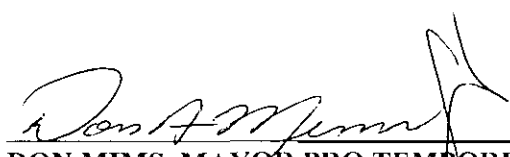
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	Payne

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 28th day of April, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 29th day of April, 2014 at 10:00 A.M.

Mr. Payne stated after much research he wants to know how the citizens will pay for the backflow preventers. Mayor Posey stated this is a mandate from the federal government that we have to do. Mr. Wimberly stated this is a federal mandate that has been passed on to a state and then local level. It is the responsibility of the individual property owner, home owner, or business owner to provide this information back to the city, who then will report to the state, and the state onto the federal government. In the ordinance, while it does say the owner is responsible for the backflow preventer and testing, at the City's discretion we can go out for RFP's for maintenance and testing of these items. In hindsight the homeowner will have a choice to let the City do it for them and tag the cost onto their utility bill or do it on their own, but notify the City and supply us with the report of testing of their preventer. The risk assessment survey will categorize which backflow preventer is needed per household, business, etc.

Mr. Nielsen stating the cost of the unit is costly before it is even installed. Mr. Stamey stated we should at least get prices since this is not a recommendation, but a mandate from the federal government. Mr. Payne stated he is concerned this will be a costly venture for our citizens when they can hardly afford their utility bills now, but understands this has to be done.

Mr. Mims asked what the time frame for this plan to be in place. Mr. Wimberly stated October 2015 we will go into our Sanitary Survey performed by DHH. We must have a program in place when they come to review this. The fine for not having a program in place is \$3000 per day. Mr. Wimberly then explained right now it is not required for every house in the City of Natchitoches. All new construction and commercial properties must have a backflow preventer in place that will be inspected and tested. We have had backflow preventers in place for years, but we are now placing this in our ordinances for the purpose of following the sanitary code. As of right now, this is not required for residential, but you never know what may be required by the state at a later date.

The following entitled Ordinance, having been previously introduced on April 14, 2014, notice of introduction having been published in the City's official journal on April 19, 2014, and a public hearing held thereon on April 28, 2014, was offered for final adoption by Mr. Mims and seconded by Mr. Nielsen:

ORDINANCE NO 015 OF 2014

AN ORDINANCE AUTHORIZING THE CITY OF NATCHITOCHES, STATE OF LOUISIANA, TO ISSUE ITS TAXABLE REVENUE NOTE, SERIES 2014, IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF CONSTRUCTING AND FURNISHING THE PROPOSED NATCHITOCHES GRAND HOTEL, AND FOR PAYING COSTS OF ISSUANCE OF THE NOTES; PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH NOTES AND ENTERING INTO CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE SECURITY AND PAYMENT OF SAID NOTES; AWARDING THE SALE OF THE NOTE TO THE PURCHASER THEREOF; AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BY THE CITY AND NATCHITOCHES ECONOMIC DEVELOPMENT DISTRICT A; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, pursuant to Section 1430, Chapter 13, of Title 39 of the Louisiana Revised Statutes of 1950 as amended (La. R.S. 39:1430) (the "Act"), and other constitutional and statutory authority supplemental thereto, the City of Natchitoches, State of Louisiana (the "City") is authorized to issue revenue bonds for any authorized purpose payable from any sources whatsoever; and

WHEREAS, the City Council of the City of Natchitoches, State of Louisiana (the "Natchitoches City Council"), acting as the governing authority of the City, has determined that it is in the best economic interest of the City to assist with the financing of (i) an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel (the "Hotel Project" as further defined herein), and (ii) parking facilities to be developed by the City at the northwest intersection of Third St. and Lafayette St. (the "Parking Project" as further defined herein; the Hotel Project and the Parking Project are collectively referred to as the "Project"); and

WHEREAS, the City, the District and the IDB have each determined that the Project is likely to result in (i) a substantial impact on the number and size of events to be booked at the Event Center and an increase in the number of visitors to the City, thus benefitting area restaurants, retail shops, tourist services businesses, other lodging establishments and the Louisiana Sports Hall of Fame and (ii) benefits to the City and the Parish of Natchitoches, State of Louisiana (the "Parish"), resulting from additional tax revenues generated by additional economic activity, increased property values and increased employment; and

WHEREAS, the Hotel Project will be partially financed by Hospitality Consultants, LLC (the "Company"), through a commercial bank loan and with equity to be contributed by the Company; and

WHEREAS, pursuant to Chapter 27 of Title 33 of the Louisiana Revised Statutes of 190, as amended (La. R.S. 33:9020, *et seq.*), the City, acting through the Natchitoches City Council as its governing authority, adopted Ordinance No. 030 of 2010 on August 23, 2010, creating the

Natchitoches Economic Development District A (the "District"), in accordance with La. R.S. 33:9038.32, from which District hotel occupancy tax increments are expected to be determined and used to fund the Natchitoches #1 Economic Development District Trust Fund (the "Trust Fund"); and

WHEREAS, the Hotel Project is located in the District; and

WHEREAS, pursuant to La. R.S. 33:9038.39, the District, acting through the Natchitoches City Council, as its governing authority, adopted an ordinance on May 12, 2011, levying an additional hotel occupancy tax of two percent (2%) in the District (the "EDD Tax"); designating the full amount of the EDD Tax as the tax increments in the District from which local tax increments will be determined and used to finance economic development projects in the District in accordance with and as authorized by the Cooperative Economic Development Law; designating the initial annual baseline collection rate and establishing a monthly baseline collection rate for the District; pledging and dedicating such tax increments to reimburse economic development costs and providing for other matters in connection with the foregoing; and

WHEREAS, the proceeds of the EDD Tax (after paying the reasonable and necessary costs and expenses of collection and administering the EDD Tax), will be paid into the Trust Fund and are dedicated and will be used to pay the costs of economic development projects, as defined in the Cooperative Economic Development Law, particularly in La. R.S. 33: 9038.34(M) and La. R.S. 33:9038.36; and

WHEREAS, the Project constitutes an "economic development project" as defined in the Cooperative Economic Development Law; and

WHEREAS, the Project will initially be owned by the Industrial Development Board of the City of Natchitoches, Louisiana, Inc., (the "IDB") and leased by the IDB to the Company pursuant to a Lease Agreement and Agreement to Issue Bonds (the "Lease Agreement"), and the Project will be managed and operated by the Company; and

WHEREAS, pursuant to the Lease Agreement, the Company will make, among other payments, a payment to the IDB with respect to the Project that will be approximately equal to the amount of *ad valorem* taxes that would otherwise have been payable with respect to the Hotel Project (the "IDB Annual Payment") each year during the term of the Lease Agreement; and

WHEREAS, the City now desires to authorize the incurrence of debt and issuance of its Taxable Revenue Note, Series 2014, in the amount of Two Million Dollars (\$2,000,000) (the "Note"), and to fix certain details with respect to the issuance of the Note in the manner authorized and provided by the Act, as hereinafter provided, for the purpose of providing funds to finance a portion of the cost of the acquisition, construction and equipping of the Hotel Project and to pay the costs of issuance of the Note; and

WHEREAS, the City adopted a resolution dated January 13, 2014, authorizing the City to make application to the Louisiana State Bond Commission for approval of the issuance of the Note and employing bond counsel in connection therewith, and the Louisiana State Bond Commission approved the issuance of the Note at its meeting held on February 20, 2014; and

WHEREAS, the IDB Annual Payment is estimated to be approximately \$142,430, and the annual collections of the EDD Tax that are attributable specifically to the Project are estimated to be approximately \$48,940, and such moneys will be made available to the City pursuant to a Cooperative Endeavor Agreement by and among the City, the District, the IDB and the Company (the "CEA"), for the purpose of paying the principal and interest on the Note herein authorized and for certain other purposes set forth herein; and

WHEREAS, to the extent that moneys received by the City are not sufficient for such purposes, the Note will also be secured by and payable from the excess of annual revenues of the City above statutory, necessary and usual charges (the "Excess Revenues"); and

WHEREAS, the City is not now a party to any contract pledging or dedicating any part of the EDD Tax, the IDB Annual Payment or the Excess Revenues.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, State of Louisiana, acting as governing authority of the City of Natchitoches, State of Louisiana, that:

SECTION 1. Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"Act" means Section 1430, Chapter 13, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1430).

"Authorized Officers" means, individually and collectively, the Mayor, the Mayor Pro Tempore, and the Director of Finance of the City, or any other officer designated by ordinance of the City.

"City" means the City of Natchitoches, State of Louisiana, a political subdivision of the State of Louisiana.

"Company" shall mean Hospitality Consultants, LLC, a Louisiana limited liability company, and its successors and assigns, being the initial developer and operator of the Project.

"Cost of the Hotel Project" shall mean, with respect to the contribution to the Hotel Project by the City, an amount of the costs of acquiring, constructing, installing, equipping and furnishing the Hotel Project that will be paid from the Net Proceeds of the Note. It is understood that the Net Proceeds of the Note will pay only a portion of the overall cost of the Hotel Project, which is estimated to cost approximately \$9,800,000.

"CEA" means the Cooperative Endeavor Agreement by and among the City, the District, the IDB and the Company, substantially in the form attached as Exhibit C hereto.

"Debt Service Fund" means the Debt Service Fund created pursuant to Section 13 (a) of this Note Ordinance.

"Delivery Date" means the date of delivery of, and receipt of payment by the City for the first principal installment of the Note.

"District" shall mean the Natchitoches Economic Development District A, State of Louisiana, a political subdivision of the State of Louisiana.

"EDD Tax" shall mean the portion of the 2% hotel occupancy tax levied by the District pursuant to an ordinance adopted by the Natchitoches City Council on May 12, 2011, and collected on the occupancy of hotel rooms, motel rooms and overnight camping facilities, including campgrounds in the District, that is collected specifically with respect to the Hotel Project.

"Excess Revenues" means, for any Fiscal Year, the excess of annual revenues of the City above statutory, necessary and usual charges.

"Fiscal Year" means the City's annual accounting period beginning June 1 of any year and ending May 31 of the following year.

"Government Securities" means direct obligations of, or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United

States of America, which are non-callable prior to their maturity and may be United States Treasury Obligations such as the State and Local Government Series and may be in book entry form.

"Hotel Project" means acquisition, construction and equipping of an approximately 87-room hotel facility to be located within the geographical boundaries of the City, at the southeast intersection of Second St. and Lafayette St., and adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel, together with all additions thereto and substitutions therefor and includes those buildings, structures, fixtures, furnishings and equipment, including any structures, fixtures, furnishings and related property comprising a portion of the Hotel Project, and is further defined as all property (both movable and immovable) owned by the Lessor and leased to the Lessee herein which is not otherwise included in the definition of Hotel Project, excluding the Parking Project, as further described in Exhibit B-1 hereto.

"IDB" means the Industrial Development Board of the City of Natchitoches, Louisiana, Inc., a nonprofit public corporation and instrumentality of the City, created and existing pursuant to Chapter 7 of Title 51 of the Louisiana Revised Statutes of 1950, as amended (La R.S. 51:1151, *et seq.*).

"IDB Annual Payment" shall mean the annual payment made by the Company to the IDB with respect to the Project that will be approximately equal to the amount of *ad valorem* taxes that would otherwise have been payable with respect to the Hotel Project pursuant to the Lease Agreement and paid by the IDB to the City pursuant to the CEA.

"Interest Payment Date" means June 1 and December 1 of each year, commencing December 1, 2014.

"Natchitoches City Council" means the City Council of the City of Natchitoches, State of Louisiana, which acts as governing authority of the City and the District.

"Net Proceeds of the Note" shall mean the gross proceeds of the Note (not to exceed \$2,000,000), less the costs of issuance of the Note that are first paid from such gross proceeds.

"Note" means the City's Taxable Revenue Note, Series 2014, issued under this Ordinance, in the aggregate principal amount Two Million Dollars (\$2,000,000).

"Note Ordinance" means this ordinance, pursuant to which the Note is issued.

"Outstanding" when used in reference to the Note, means any Note which has been duly executed and delivered by the City and the Paying Agent under this Note Ordinance except:

- (a) a Note theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) a Note for whose payment or redemption sufficient funds have been theretofore deposited in trust for the Owners of such Note as provided in Section 22 herein provided that, if such Note is to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Note Ordinance, to the satisfaction of the Paying Agent, or waived;
- (c) a Note in exchange for or *in lieu* of which another Note has been registered and delivered pursuant to this Note Ordinance; and
- (d) a Note alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Note Ordinance.

"Owner" or "Owners" when used with respect to any Note means the person in whose name such Note is registered in the Note Register.

"Parking Project" means the parking facilities to be constructed by the Lessor at the northwest intersection of Third St. and Lafayette St., in the City, which are to be leased to the Lessee pursuant to this Lease Agreement, as described in Exhibit B-2 hereto.

"Paying Agent" means the Director of Finance of the City.

"Permitted Investments" means investments permitted by the laws of the State.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Project" means, collectively, the Hotel Project and the Parking Project.

"Project Fund" means the Project Fund created pursuant to Section 12 of this Note Ordinance.

"Purchaser" means City Bank and Trust Co., the original purchaser of the Note.

"Reserve Fund" means the Debt Service Reserve Fund created pursuant to Section 13(b) of this Note Ordinance.

"State" means the State of Louisiana.

"Surplus Fund" means the Surplus Fund created pursuant to Section 14 (c) of this Note Ordinance.

SECTION 2. Authorization of Note. For the purpose of paying the Cost of the Hotel Project and the costs of issuance of the Note, in compliance with the terms and provisions of the Act and other constitutional and statutory authority supplemental thereto, there is hereby authorized the incurring of an indebtedness of Two Million Dollars (\$2,000,000) for, on behalf of, and in the name of the City, and to represent such indebtedness, the City does hereby authorize the issuance of its Taxable Revenue Note, Series 2014, in such amount. The Note shall be issued as a "drawdown note," with purchase price installments of the Note being paid to the City by the Purchaser in two installments, pursuant to requisitions in the manner set forth in Section 10. The Note shall be issued only after written evidence has been furnished to the City by the Company that it has furnished equity and has secured and closed on conventional financing for the remaining costs of the Hotel Project that are not being paid from Net Proceeds of the Note.

The Note shall be initially issued in the form of a single fully registered Note numbered R-1, shall be dated the Delivery Date and shall be in substantially the form attached hereto as Exhibit A. The Authorized Officers may approve a different series designation if the Note is delivered after the end of 2014 or if it is preferable, in their sole judgment, to do so.

The initial interest rate of the Note will be four and thirty hundredths percent (4.30%) per annum, payable semi-annually on each Interest Payment Date. On June 1, 2024 (the "Interest Rate Reset Date"), the interest rate on the Note will be adjusted to a rate equal to the Prime Rate, as published on the Interest Rate Reset Date in the "Wall Street Journal," plus one hundred and five (105) basis points, with a cap on the adjusted rate of eight percent (8%) per annum.

Interest on the Note shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be payable only on the aggregate amount of the purchase price which shall have been paid theretofore to the City and is outstanding and shall accrue with respect to each purchase price installment only from the date of payment of such installment.

The principal of the Note shall mature in fourteen annual installments due on June 1 of the years and in the amounts shown in the following table and as described in the following paragraph:

<u>Year (June 1)</u>	<u>Principal Installment Due</u>
2016	\$ 99,000
2015	104,000
2016	108,000
2017	113,000
2020	118,000
2021	123,000
2022	129,000
2023	134,000
2024	140,000

The remaining balance after the June 1, 2024 principal installment has been paid (\$932,000), adjusted for any prepayments on or prior to such date, will be amortized in five installments, due on June 1 of the years 2025 through 2029, inclusive, calculated on June 1, 2024 based on the adjusted interest rate determined on the Interest Rate Reset Date in the manner set forth above, so that the annual principal and interest payments in the final five years will be approximately equal.

The Note shall constitute legal, binding and valid obligations of the City, and its successors, and shall be the only representation of the indebtedness herein authorized and created.

SECTION 3. Prepayment. The principal installments of the Note are subject to prepayment at the option of the City at any time, in whole or in part, at a prepayment price of par plus accrued interest, to the prepayment date, provided, however, that no more than \$932,000 of the principal of the Note may be prepaid prior to the Interest Rate Reset Date.

Official notice of such call for prepayment shall be given by the Paying Agent by means of first class mail, postage prepaid by notice deposited in the United States Mail not less than thirty (30) days prior to the prepayment date addressed to the Owner of each Note to be prepaid at his address as shown on the registration records of the Paying Agent. In the event a portion of the Note is to be prepaid, such Note shall be surrendered to the Paying Agent, who shall note the date and amount of such prepayment in the space provided therefor on the Note.

SECTION 4. Payment of Principal and Interest. The principal and interest on the Note will be payable by check mailed to the Owner (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Paying Agent for such purpose, provided that payment of the final installment of principal on the Note shall be made only upon presentation and surrender of the Note to the Paying Agent.

SECTION 5. Execution of Note and Documents. The Authorized Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Note Ordinance. The Mayor or the Mayor *Pro Tempore* and the Clerk are authorized to execute and deliver the CEA, and to cause the Note to be prepared and/or printed, to issue, execute and seal the Note and to effect delivery thereof as hereinafter provided. If facsimile signatures are used on the Note, then such signatures shall be registered with the Louisiana Secretary of State in the manner required by La. R.S. 39:244.

In connection with the issuance and sale of the Note, the Authorized Officers are each authorized, empowered and directed to execute on behalf of the City such additional documents, certificates and instruments as they may deem necessary, upon the advice of counsel, to effect the transactions contemplated by this Note Ordinance. The signatures of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder

SECTION 6. Registration. The Paying Agent shall keep the Note Register in which registration of the Note and transfers of the Note shall be made as provided herein. The Note

may be transferred, registered and assigned only on the Note Register, and such registration shall be at the expense of the City. The Note may be sold or assigned by the execution of an assignment form on the Note or by other instruments of transfer and assignment acceptable to the Paying Agent, subject to the condition that the new owner or assignee is a qualified investor as defined in an investment letter signed by the Purchaser on the Delivery Date. A new Note will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Note after receipt of the Note to be transferred in proper form.

The Note may be transferred by the original Purchaser only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; (iv) a "qualified institutional buyer," as defined in Rule 144A of the Securities and Exchange Commission; or (v) a sophisticated investor meeting the requirements of paragraphs (a)(3), (a)(5) or (a)(6) of 17 C.F.R. 230.501 and possessing sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Note.

SECTION 7. Effect of Registration. The City, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Note is registered as the Owner of such Note for the purpose of receiving payment of the principal (and redemption price) of and interest on such Note and for all other purposes whatsoever, and to the extent permitted by law, neither the City, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 8. Note Ordinance a Contract. The provisions of this Note Ordinance shall constitute a contract between the City and the Owner or Owners from time to time of the Note, and any Owner may either at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the City as a result of issuing the Note.

SECTION 9. Sale and Delivery of Note. The Note is hereby awarded to and sold to the Purchaser at a price of par plus accrued interest, if any, under the terms and conditions set forth in a commitment letter heretofore delivered by the Banks to the City. After its execution the Note shall be delivered to the Purchaser or its agents or assigns, upon receipt by the City of the agreed first advance of the purchase price of the Note. Pursuant to R.S. 39:1426(B), the City has determined to sell the Note at a private sale without necessity of publication of a notice of sale.

SECTION 10. Payment of Purchase Price Installments. Two purchase price installments of the Note for the payment of costs of the Hotel Project and costs of issuance shall be made by the Purchaser to the City from time to time, subject to the satisfaction of the following conditions:

- (a) The initial purchase price installment shall be paid on the Delivery Date and shall be used by the City of pay costs of issuance of the Note;
- (b) The entire balance of the purchase price shall be paid by the Purchaser upon written request of the City when the Company has finished using its equity and conventional loan proceeds for the Hotel Project, and will be used by the City to pay the completion costs of the Hotel Project.

The date and amount of each purchase price payment by the Purchaser pursuant to the foregoing shall be noted on the schedule attached to the Note, and interest on each payment shall accrue from the date of the payment.

SECTION 11. Security for Payment of Note. The Note shall be secured and payable in principal and interest exclusively by a pledge of (i) the IDB Annual Payment, (ii) the EDD Tax

and (iii) the Excess Revenues. The aforesaid income and revenues are hereby irrevocably and irrepealably pledged in an amount sufficient for the payment of the Note in principal and interest as the installments thereof fall due, and the income and revenues thus pledged shall remain so pledged for the security of the Note in principal and interest until they shall have been fully paid and discharged.

Until the Note shall have been paid in full in principal and interest, this Natchitoches City Council does hereby obligate the City, itself and its successors in office, to budget annually a sum of money sufficient to pay the Note and the interest thereon as they respectively mature, including any principal and/or interest theretofore matured and then unpaid, as are not paid from the IDB Annual Payment and/or the EDD Tax, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law sufficient to pay the principal of and interest on the Note as are not paid from the IDB Annual Payment and/or the EDD Tax.

The City shall issue no other Notes or other obligations of any kind or nature payable from or enjoying a lien on the EDD Tax, the IDB Annual Payment and/or the Excess Revenues having priority over the Notes herein authorized.

SECTION 12. Hotel Project Fund. There is hereby created a special fund to be established by the Paying Agent to be known as the "Series 2014 Hotel Project Fund " (the "Project Fund"). The City shall deposit the two purchase price installments of the Notes to the Project Fund and shall use such funds to pay costs of the Hotel Project and costs of issuance of the Note. Upon completion of the Hotel Project and the payment of all costs associated therewith, any balance in the Project Fund shall be transferred to the Debt Service Fund and used to make the next ensuing debt service payments of the Note.

SECTION 13. Funds and Accounts. In order that the principal of and the interest on the Note will be paid in accordance with its terms and for the other objects and purposes hereinafter provided, the City will establish the following funds with its regularly designated fiscal agent:

- (a) Series 2014 Hotel Debt Service Fund (the "Debt Service Fund") which shall be used to make regularly scheduled principal and interest payments on the Note;
- (b) Series 2014 Hotel Debt Service Reserve Fund (the "Reserve Fund"), which shall be used only to secure and make payments on the Note (and not on any other issues) as to which there would otherwise be default, into which the City will deposit, on the Delivery Date, from City moneys available for such purpose, and maintain thereafter in the Reserve Fund, the sum of \$92,500; and
- (c) Series 2014 Hotel Surplus Fund (the "Surplus Fund"), which shall be used to make prepayments of principal of the Note in the manner provided for in Section 3 above.

SECTION 14. Flow of Funds. In each Fiscal Year, all of the income and revenues derived or to be derived by the City pursuant to the CEA with respect to the IDB Annual Payment and the EDD Taxes, together with any Excess Revenues that have been actually budgeted by the City for the purpose of paying debt service on the Note, shall be deposited in the foregoing accounts in the following order of priority and for the following express purposes:

- (a) FIRST, moneys shall be deposited to the Debt Service Fund in each Fiscal Year until such time as the City has accumulated in the Debt Service Fund an amount of money sufficient to pay the principal and interest due on December 1 of such Fiscal Year and on June 1 at the end of such Fiscal Year;
- (b) NEXT, after satisfaction of the amounts required to be deposited to the Debt Service Fund in such Fiscal Year, additional moneys shall be deposited to the Reserve Fund to the extent that the Reserve Fund contains less than the required balance of \$92,500; and

- (c) FINALLY, after satisfaction of the amounts required to be deposited to the Debt Service Fund and the Reserve Fund in such Fiscal Year, any remaining Moneys shall be deposited to the Surplus Fund and applied to the prepayment of the principal of the Note at such times as may be determined by the Governing Authority.

The City shall transfer or cause to be transferred from the Debt Service Fund to the Owners, on or before each Interest Payment Date, immediately available funds fully sufficient to pay promptly the principal and interest so falling due on such date. At the option of the City and the Purchasers, the Owners may be afforded the ability to draft funds for principal and interest payments on the Note directly from the Debt Service Fund.

SECTION 15. Replenishment of Reserve Fund. If at any time it shall be necessary to use moneys in the Reserve Fund for the purpose of paying principal of or interest on the Note as to which there would otherwise be default, then the moneys so used shall be replaced from the revenues first thereafter received, not hereinabove required to be used for the purposes described in Section 13(a) above until the balance in the Reserve Fund shall have been replenished to the required balance of \$92,500. If at any time there are sufficient moneys on deposit in the Debt Service Fund, Reserve Fund and Surplus Fund to retire the Note, either by defeasance, by exercising the prepayment option provided for in Section 3 above, or by purchase on the open market, the City may utilize such funds for such purpose.

SECTION 16. Investments. All or any part of the moneys in the Debt Service Fund, Debt Service Reserve Fund and Surplus Fund shall, at the written request of the Governing Authority, be invested in Permitted Investments and all of the moneys in the Reserve Fund shall be invested in Government Securities maturing in five (5) years or less, in which event all income derived from such investments shall be added to the Debt Service Fund, with the exception that any interest earnings from invested funds of the Reserve Fund shall be retained therein until an amount equal to the required balance is on deposit therein, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which the respective fund has been created.

SECTION 17. Notification of Deficiencies. As required by La. R.S. 39:1410.62, the City will notify the State Bond Commission in writing whenever (i) transfers to any fund required to be established by this Note Ordinance or any resolution or ordinance authorizing the issuance of indebtedness of the City have not been made timely or (ii) principal, interest, premiums, or other payments due on the Note or any other outstanding indebtedness of the City have not been made timely.

SECTION 18. Annual Budget. Until the Note shall have been paid in full in principal and interest, the City shall prepare and adopt a budget at the beginning of each Fiscal Year and furnish a copy of such budget within thirty (30) days after its adoption to the Paying Agent and the Owners of any of the Notes who request the same.

SECTION 19. General Covenant. While any of the Notes are outstanding, the City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Note Ordinance. The City warrants that upon the date of execution and delivery of this Note Ordinance, all conditions, acts and things required by law, this Note Ordinance to exist, to have happened and to have been performed precedent to and in the execution and delivery of the Notes do exist, have happened and have been performed and the execution and delivery of the Notes shall comply in all respects with the applicable laws of the State.

SECTION 20. Event of Default; Acceleration. Any default in the payment of principal or interest on the Note when due, or in the performance or observance by the City of any other of its covenants, agreements or conditions contained in this Note Ordinance or the CEA, or in the Note, and continuance thereof for a period of thirty (30) days after written notice by the Owner

of the Note to the City, specifying such failure and requesting that it be remedied, shall constitute an "Event of Default."

Upon the occurrence and during the continuance of an Event of Default, the Owner of the Note may, by notice in writing delivered to the City, declare the principal of the Note then outstanding and the accrued interest thereon to the date of declaration of the Event of Default to be immediately due and payable; provided, however, that at any subsequent date the Owner of the Note may waive any such Event of Default and rescind such declaration and its consequences.

SECTION 21. Discharge of Note Ordinance. If the City shall pay or cause to be paid, or there shall be paid to the Owners, the principal (and redemption price) of and interest on the Notes, at the times and in the manner stipulated in this Note Ordinance, then the pledge of the IDB Annual Payment, the EDD Tax and the Excess Revenues, or any other money, securities, and funds pledged under this Note Ordinance, and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and become void and be discharged and satisfied.

SECTION 22. Defeasance. Notes or interest installments for the payment or redemption of which money shall have been set aside and shall be held in trust (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section, if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 23. Cancellation of Notes. All Notes paid or prepaid either at or before maturity, together with all Notes purchased by the City, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Chief Financial Officer of the City an appropriate certificate of cancellation.

SECTION 24. Lost, Destroyed or Improperly Cancelled Notes. Lost, destroyed or improperly cancelled Notes may be replaced in the manner set forth in Part XI, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:971 *et seq.*). In case any such lost, destroyed or improperly cancelled Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any replacement Note under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Note issued pursuant to this section *in lieu of* any lost, destroyed or improperly cancelled Note shall constitute a replacement of the prior obligation of the City, whether or not the lost, destroyed or improperly cancelled Note shall be at any time enforceable by anyone. The obligation of the City on any replacement Notes shall be identical as its obligation upon the original Notes, and the rights of the holder shall be the same as those conferred by the original Notes.

SECTION 25. Publication; Peremption. This Note Ordinance shall be published one time in the official journal of the City, or if there is none, in a newspaper having general circulation in the City. It shall not be necessary to publish the exhibits to this Note Ordinance but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal. For a period of thirty days after the date of such publication any persons in interest may contest the legality of this Note Ordinance and any provisions herein made for the security and payment of the Notes. After such thirty day period no one shall have any cause or right of action to contest the regularity, formality, legality, or effectiveness of this Note Ordinance and the provisions hereof or of the Notes authorized hereby for any cause whatsoever. If no suit, action, or proceeding is begun contesting the validity of the Notes authorized pursuant to this Note

Ordinance within the thirty days herein prescribed, the authority to issue the Notes or to provide for the payment thereof, and the legality thereof, and all of the provisions of this Note Ordinance and such Notes shall be conclusively presumed, and no court shall have authority or jurisdiction to inquire into any such matter.

SECTION 26. Third Party Beneficiaries. Nothing in this Note Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Paying Agent and the owners of the Notes, any right, remedy or claim under or by reason of the Note Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Note Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Owners of the Notes.

SECTION 27. Severability. In case any one or more of the provisions of this Note Ordinance or of the Notes issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Note Ordinance or of the Notes, but this Note Ordinance and the Notes shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Note Ordinance which validates or makes legal any provision of this Note Ordinance or the Notes which would not otherwise be valid or legal shall be deemed to apply to this Note Ordinance and to the Notes.

SECTION 28. Section Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, State of Louisiana, acting as governing authority of the City, that the Mayor or the Mayor *Pro Tempore* and the Clerk and the City, are further authorized to execute and deliver a conveyance of the Parking Project described in Exhibit B-1 hereto to the Industrial Development Board of the City of Natchitoches, Louisiana, Inc., to be leased to the Company by the IDB pursuant to and in accordance with the terms of the CEA and the Lease Agreement, for the public purposes stated in the CEA and the Lease Agreement.

BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, State of Louisiana, acting as governing authority of Natchitoches Economic Development District A, State of Louisiana, that the Mayor or the Mayor *Pro Tempore* and the Clerk and the City, acting in their capacity as officers of the District, are further authorized to execute and deliver the CEA for and on behalf of the District, in substantially the form attached hereto as Exhibit C.

This Ordinance shall become effective upon signature of the Mayor, or, in the event of Mayoral veto, upon re-adoption by the Governing Authority.

[VOTE AND APPROVALS ON FOLLOWING PAGE]

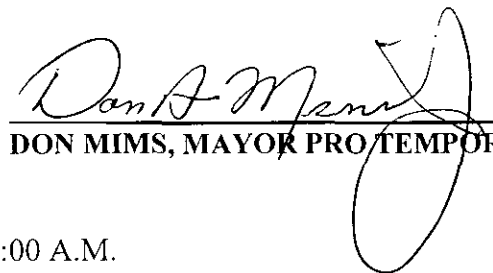
THIS ORDINANCE was introduced on April 14, 2014 and published in the *Natchitoches Times* on April 19, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 28th day of April, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 29th day of April, 2014 at 10:00 A.M.

EXHIBIT A
to Note Ordinance

FORM OF NOTE

**INTEREST ON THIS NOTE WILL BE INCLUDED IN GROSS INCOME
FOR FEDERAL INCOME TAX PURPOSES AND IS NOT
EXEMPT FROM FEDERAL INCOME TAXATION.**

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF NATCHITOCHES

TAXABLE REVENUE NOTE, SERIES 2014
OF THE
CITY OF NATCHITOCHES, STATE OF LOUISIANA

<u>Note Number</u>	<u>Note Date</u>	<u>Interest Rate*</u>	<u>Principal Amount</u>
R-1	_____, 2014	4.30%	\$2,000,000

*Interest rate subject to adjustment on June 1, 2024,
2024 in the manner described in this Note.

FOR VALUE RECEIVED, the City of Natchitoches, State of Louisiana (the "City"), hereby promises to pay (but only from the sources hereinafter described) to:

REGISTERED OWNER: CITY BANK AND TRUST COMPANY
P.O. Box 246
Natchitoches, LA 71458-0246

or registered assigns noted on the registration record attached hereto, the Principal Amount set forth above (unless a lower Principal Amount applies, as set forth below), together with interest thereon from the Note Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, unless this Note shall have been previously called for prepayment and payment shall have been duly made or provided for.

This Note shall bear interest, payable semi-annually on June 1 and December 1 of each year, commencing December 1, 2014 (each, an "Interest Payment Date"), at the Interest Rate shown above, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on this Note on any Interest Payment Date shall be payable only on the aggregate outstanding amount of the purchase price which shall have been paid theretofore, as noted on Schedule A hereto, and shall accrue with respect to each purchase price installment only from the date of payment of such installment.

The initial interest rate of this Note shall be four and thirty hundredths percent (4.30%) per annum, payable semi-annually on each Interest Payment Date. On June 1, 2024 (the "Interest Rate Reset Date"), the interest rate on this Note will be adjusted to a rate equal to the Prime Rate, as published on the Interest Rate Reset Date in the "Wall Street Journal," plus one hundred and five (105) basis points, with a cap on the adjusted rate of eight percent (8%) per annum.

The principal of this Note shall mature in fourteen annual installments due on June 1 of the years and in the amounts shown in the following table and as described in the following paragraph:

<u>Year</u> <u>(June 1)</u>	<u>Principal</u> <u>Installment Due</u>
2016	\$ 99,000
2015	104,000
2016	108,000
2017	113,000
2020	118,000
2021	123,000
2022	129,000
2023	134,000
2024	140,000

The remaining balance after the June 1, 2024 principal installment has been paid (\$932,000), adjusted for any prepayments on or prior to such date, will be amortized in five installments, due on June 1 of the years 2025 through 2029, inclusive, calculated on June 1, 2024 based on the adjusted interest rate determined on the Interest Rate Reset Date in the manner set forth above, so that the annual principal and interest payments in the final five years will be approximately equal.

The principal and interest on this Note shall be payable by check mailed to the registered owner of this Note (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Paying Agent (hereinafter defined) for such purpose, provided that payment of the final installment of principal on this Note shall be made only upon presentation and surrender of this Note to the Paying Agent.

The principal installments of this Note are subject to prepayment at the option of the City at any time, in whole or in part, at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date, provided, however, that no more than \$932,000 of the principal of the Note may be prepaid prior to the Interest Rate Reset Date. In such case, the remaining principal shall continue to mature in annual installments calculated using the percentages shown above.

In the event a portion of this Note is to be prepaid, this Note shall be surrendered to the Director of Finance of the City, as initial Paying Agent for the Note (the "Paying Agent"), who shall note the amount of such prepayment in the space provided therefor on the schedule attached to this Note. Official notice of such call of this Note for prepayment shall be given by means of first class mail, postage prepaid by notice deposited in the United States Mail not less than thirty (30) days prior to the prepayment date addressed to the registered owner of this Note to be prepaid at his address as shown on the registration books of the Paying Agent, which notice may be waived by any registered owner. The City shall cause to be kept at the office of the Paying Agent a register in which registration of this Note and of transfer of this Note shall be made as provided herein and in the Note Ordinance (hereinafter defined). This Note may be transferred, registered and assigned only on such registration records of the Paying Agent, and such registration shall be at the expense of the City.

This Note represents the entire issue designated "Taxable Revenue Note, Series 2014" aggregating in principal the sum of Two Million Dollars (\$2,000,000) (the "Note"), having been issued by the City pursuant to Ordinance No. 015 of 2014, adopted by its governing authority on April 28, 2014 (the "Note Ordinance"), for the purpose of providing funds to finance a portion of the cost of the acquisition, construction and equipping of an approximately 87-room hotel to be located within the geographical boundaries of the City adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel, and to pay the costs of issuance of the Note, under the authority conferred by Section 1430, Chapter 13, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1430), and other constitutional and statutory authority supplemental thereto, pursuant to all requirements therein specified.

This Note is secured by and payable as to principal and interest solely from the income and revenues derived or to be derived by the City from (i) the PILOT, (ii) the EDD Tax and (iii) the Excess Revenues, all as described and defined in the Note Ordinance. Neither this Note nor the debt it represents constitutes an indebtedness or pledge of the general credit of the City, within the meaning of any constitutional or statutory limitation of indebtedness.

For a more complete statement of the revenues from which and conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, including provisions relating to events of default and acceleration, reference is hereby made to the Note Ordinance.

It is certified that this Note is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note necessary to constitute the same a legal, binding and valid obligation of the City have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the City, including this Note, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that this Note shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof.

IN WITNESS WHEREOF, the City Council of the City of Natchitoches, State of Louisiana, acting as the governing authority of the City, has caused this Note to be signed by the Mayor and attested by its Clerk, the corporate seal of the City to be hereon impressed and this Note to be dated as of the Dated Date set forth above.

CITY OF NATCHITOCHES,
STATE OF LOUISIANA

ATTEST:

By: 
Mayor

By: 
Clerk

(SEAL)

* * * * *

This Note may be transferred only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; (iv) a "qualified institutional buyer," as defined in Rule 144A of the Securities and Exchange Commission; or (v) a sophisticated investor meeting the requirements of paragraphs (a)(3), (a)(5) or (a)(6) of 17 C.F.R. 230.501 and possessing sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of this Note.

REGISTRATION RECORD		
TAXABLE REVENUE NOTE, SERIES 2014 OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA		
Name and Address Of Registered Owner	Date of Registration	Signature of Director of Finance, as Paying Agent
CITY BANK AND TRUST COMPANY P.O. Box 246 Natchitoches, LA 71458-0246		

SCHEDULE OF PREPAYMENTS TAXABLE REVENUE NOTE, SERIES 2014 OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA		
Prepayment Date	Prepayment Amount	Remaining Balance Due

SCHEDULE A SCHEDULE OF PURCHASE PRICE PAYMENTS TAXABLE REVENUE NOTE, SERIES 2014 OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA				
No.	Date of Payment	Amount of Payment	Pursuant to Requisition No.	Cumulative Outstanding Principal Amount
1			1	
2			2	

EXHIBIT B-1
to Note Ordinance

HOTEL PROJECT DESCRIPTION AND BUDGET

The Hotel Project consists of the acquisition, construction and equipping of an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel. The Hotel Project Budget is as follows:

Hotel Development - Cost Estimate	
\$000's	
Building Construction	\$7,000
Furniture, Fixtures & Equipment (FF&E)	1,169
Appraisals, Overhead, Contingency, etc.	175
Architectural & Interior Design	250
Special Systems	240
Pre-operating Costs	125
Capitalized Construction Interest	207
Legal & Closing Costs	190
Initial Working Capital	144

Total Project Cost	9,500
Contributed Land *	300

Total Project Cost Including Land	\$9,800
	=====

* Land value – per appraisal dated May 2013.

EXHIBIT B-1
to Note Ordinance

LEGAL DESCRIPTION OF PARKING PROJECT

That certain tract, piece, or parcel of ground, with all buildings and improvements thereon situated, located in the City and Parish of Natchitoches, Louisiana, and being shown and depicted as a 0.760 acre, more or less, tract on a plat of survey by Robert Lynn Davis, P.L.S., dated July 7, 2009 and encaptioned "Survey Showing A Lot on Third Street Located in the City of Natchitoches, Natchitoches Parish, Louisiana," and being more particularly described thereon as follows, to-wit:

Beginning at the Northwest corner of the intersection of Lafayette Street and Third Street, thence North 83 degrees 53 minutes 00 seconds West, along the northern right of way of Lafayette Street, a distance of 165 feet; thence North 5 degrees 38 minutes 00 seconds East a distance of 200.54 feet to the southern right of way of Buard Street; thence South 83 degrees 53 minutes 09 seconds East, along the southern right of way of Buard Street, a distance of 165 feet to the Southwest corner of the intersection of Buard Street and Third Street; thence South 5 degrees 38 minutes 00 seconds West, along the western right of way of Third Street, a distance of 200.55 feet to the point of beginning.

EXHIBIT C
to Note Ordinance

COOPERATIVE ENDEAVOR AGREEMENT

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated for convenience of reference as of June 1, 2014, but effective on the date set forth on the signature page hereto, is by and among:

CITY OF NATCHITOCHES, STATE OF LOUISIANA (the "City"), a political subdivision of the State of Louisiana, represented and appearing herein through its Mayor and Clerk, duly authorized hereunto by virtue of an ordinance adopted by the governing authority of the City on April 28, 2014, whose mailing address is 700 Second Street, Natchitoches, Louisiana 71457;

NATCHITOCHES ECONOMIC DEVELOPMENT DISTRICT A, STATE OF LOUISIANA (the "District"), a political subdivision of the State of Louisiana, represented and appearing herein through the Mayor, Mayor Pro Tempore and Clerk of the City of Natchitoches, duly authorized hereunto by virtue of a resolution adopted by the Natchitoches City Council, acting as governing authority of the District, on April 28, 2014, whose mailing address is 700 Second Street, Natchitoches, Louisiana 71457; and

INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF NATCHITOCHES, LOUISIANA, INC. (the "IDB"), a public corporation organized and existing under the laws of the State of Louisiana, including, without limitation, Chapter 7 of Title 51 of the Louisiana Revised Statutes of 1950 as amended (being La. R.S. 51:1151 et seq.) (the "IDB Act"), represented and appearing herein through its President and Secretary-Treasurer, duly authorized hereunto by virtue of a resolution adopted by the Board of Directors of the IDB on _____, 2014, whose mailing address is P.O. Box 37, Natchitoches, Louisiana 71457;

WHO DECLARED that they are each a political subdivision or public corporation of the State of Louisiana, as applicable, and desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law (Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), the Cooperative Economic Development Law (Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), and the IDB Act by entering into this Agreement for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth, with

HOSPITALITY CONSULTANTS, LLC (the "Company"), a liability company represented and appearing herein through its manager of the Company, duly authorized hereinto by virtue of _____ (resolution/unanimous consent) member(s) of the Company, whose mailing address is : New Orleans, Louisiana 70130.

4-29-14
Per Tommy Shill working
David Wolf on CEA, hold until
further notice.

W I T N E S S E T H

WHEREAS, the Cooperative Economic Development Law authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Cooperative Economic Development Law, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Cooperative Economic Development Law and other law; and

WHEREAS, pursuant to the Cooperative Economic Development Law, the City, acting through the Natchitoches City Council as its governing authority, adopted Ordinance No. 030 of 2010, on August 23, 2010, creating the District, in accordance with La. R.S. 33:9038.32, with boundaries as set forth on Exhibit A hereto, from which District hotel occupancy tax increments are expected to be determined and used to fund the Natchitoches #1 Economic Development District Trust Fund (the "Trust Fund"); and

WHEREAS, La. R.S. 33:9038.39 further permits such economic development districts to levy sales and use taxes and hotel occupancy taxes at a rate up to two percent (2%) for authorized purposes and, in accordance therewith, the District, acting through the Natchitoches City Council as its governing authority, adopted Ordinance No. 025 of 2011, May 12, 2011, levying an additional hotel occupancy tax of two percent (2%) in the District (the "EDD Tax"); designating the full amount of the EDD Tax as the tax increments in the District from which local tax increments will be determined and used to finance economic development projects in the District in accordance with and as authorized by the Cooperative Economic Development Law; designating the initial annual baseline collection rate and establishing a monthly baseline collection rate for the District; pledging and dedicating such tax increments to reimburse economic development costs and providing for other matters in connection with the foregoing; and

WHEREAS, the proceeds of the EDD Tax (after paying the reasonable and necessary costs and expenses of collection and administering the EDD Tax), will be paid into the Trust Fund and are dedicated and will be used to pay the costs of economic development projects, as defined in the Cooperative Economic Development Law, particularly in La. R.S. 33: 9038.34(M) and La. R.S. 33:9038.36; and

WHEREAS, the City, the District and the IDB have determined that it is in the best interest of each of such entities to assist the Company with the financing of (i) an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel (the "Hotel Project" as further defined herein), and (ii) parking facilities to be developed by the City at the northwest intersection of Third St. and Lafayette St. (the "Parking Project" as further defined herein; the Hotel Project and the Parking Project are collectively referred to as the "Project"); and

WHEREAS, the Hotel Project has been and/or will be developed by the Company and partially financed by the Company through (i) a commercial bank loan, (ii) equity to be contributed by the Company, (iii) the issuance by the City of its \$2,000,000 Taxable Revenue

Note, Series 2014 (the "Note"), the net proceeds of which, after payment of the costs of issuance of the Note, will be provided by the City to the Company for the purpose of paying a portion of the costs of the Hotel Project, and (iv) possibly the issuance of bonds by the IDB on behalf of the Lessee; and

WHEREAS, at the request of the Company the City has agreed to construct parking improvements constituting the Parking Project and to make the Parking Project available to the Company for purposes of providing parking for guests and customers of the Hotel Project; and

WHEREAS, the City, the District and the IDB have determined that the Hotel Project (i) is likely to result in a substantial impact on the number and size of events to be booked at the Event Center and an increase in the number of visitors to the City, thus benefitting area restaurants, retail shops, tourist service businesses, other lodging establishments and the Louisiana Sports Hall of Fame, and (ii) benefits to the City and the Parish of Natchitoches, State of Louisiana (the "Parish"), as a result of additional tax revenues generated by additional economic activity, increased property values and increased employment; and

WHEREAS, the Project will initially be owned by the IDB and leased by the IDB to the Company pursuant to a Lease Agreement and Agreement to Issue Bonds (the "Lease Agreement"), and the Project will be managed and operated by the Company; and

WHEREAS, pursuant to the Lease Agreement, the Company will make, among other payments, payments to the IDB with respect to the Project that will be approximately equal to the amount of ad valorem taxes that would otherwise have been payable with respect to the Hotel Project (the "IDB Annual Payment") each year during the term of the Lease Agreement; and

WHEREAS, pursuant to La. R.S. 39:1430 and other constitutional and statutory authority supplemental thereto, the City is authorized to issue revenue bonds for any authorized purpose payable from any sources whatsoever; and

WHEREAS, the City will assist in the financing of the acquisition, construction and equipping of the Project through the issuance of the aforesaid Note; and

WHEREAS, the Note will mature approximately fifteen (15) years from its date of issue, and the term of this Agreement shall be coterminous with the term of the Note; and

WHEREAS, the Note will be secured by and payable from, the following in the order listed (i) the IDB Annual Payment, (ii) the Annual Pledged Increment (defined herein) and (iii) Excess Revenues (defined herein) of the City, and the proceeds of the IDB Annual Payment and the Annual Pledged Increment shall be provided by the IDB and the District, respectively, to the City, pursuant to this Agreement, for the purpose of paying debt service on the Note when due; and

WHEREAS, to the extent the IDB Annual Payment and the Annual Pledged Increment are insufficient to pay debt service on the Note in any year, the City shall use Excess Revenues for the remainder of such debt service payments; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, et seq.) (the "Local Services Law"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, under the Local Services Law, such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements; and

WHEREAS, the Cooperative Economic Development Law provides that local governmental subdivisions (including municipalities, public corporations and other public entities) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law;

NOW, THEREFORE, the City, the IDB, the District and the Company each agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

"Administrative Charge" shall mean up to one percent (1%) of the gross revenues of the EDD Tax received by the District from the collector(s) thereof, which shall be retained by the District to pay the reasonable expenses of the City related to the administration of this Agreement.

"Agreement" shall mean this Cooperative Endeavor Agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

"Annual Base" shall mean the aggregate amount of EDD Tax collected in the District during the most recently completed Fiscal Year prior to the Effective Date of the EDD Tax, which has previously been determined to be zero dollars (\$0).

"Annual Increment" shall mean the amount by which the EDD Tax collected during any Fiscal Year exceeds the Annual Base. The Annual Increment shall consist of and equal the aggregate of all Monthly Increments during each applicable Fiscal Year. Since the Annual Base is zero dollars (\$0), the Annual Increment will be 100% of the collections of the EDD Tax collected by the District each year after the effective date of this Agreement.

"Annual Pledged Increment" shall mean that amount of the Annual Increment collected specifically at the Hotel Project.

"City" shall mean the City of Natchitoches, State of Louisiana.

"Company" shall mean Hospitality Consultants, LLC, a Louisiana limited liability company, and its successors and assigns, being the initial developer and operator of the Project.

"Cooperative Economic Development Law" shall mean Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, et seq.).

"Cost of the Hotel Project" shall mean, with respect to the contribution to the Hotel Project by the City, the District and the IDB, an amount of the costs of acquiring, constructing, installing, equipping and furnishing the Hotel Project that will be paid from the Net Proceeds of the Note. It is understood that the Net Proceeds of the Note will pay only a portion of the overall cost of the Hotel Project, which is estimated to cost approximately \$9,800,000.

"District" shall mean the Natchitoches Economic Development District A, State of Louisiana, the boundaries of which are shown on Exhibit A hereto, and any expanded geographical area as the governing authority of the City shall designate by ordinance following the Effective Date in accordance with the Cooperative Economic Development Law. Notwithstanding the terms of Section 5.11 hereof, no amendment to this Agreement or to Exhibit A hereto shall be required in the event the City expands the District's boundaries to encompass adjacent areas.

"Economic Development Project" shall mean, without limitation, any and all projects suitable to any industry determined by the City and the District, to create economic development, including, without limitation, public works and infrastructure and projects to assist the following industries within the meaning of Article VI, Section 21 of the Louisiana Constitution of 1974:

- (a) Industrial, manufacturing, and other related industries.
- (b) Housing and related industries.
- (c) Hotel, motel, conference facilities, and related industries.

- (d) Commercial, retail, and related industries.
- (e) Amusement, places of entertainment, theme parks, and any other tourism-related industry.
- (f) Transportation-related industries.
- (g) Hospital, medical, health, nursery care, nursing care, clinical, ambulance, laboratory, and related industries.
- (h) Any other industry determined by the local governmental subdivision or issuer of revenue bonds, as appropriate, whose assistance will result in economic development.

"EDD Payment Obligation" shall mean the obligation of the District to pay to the City the proceeds of the Annual Pledged Increment each year during the term of this Agreement, as described in Article IV hereof, for the purpose of paying a portion of debt service on the Note.

"EDD Tax" shall mean the 2% hotel occupancy tax levied by the District pursuant to Ordinance No. 020 of 2011, adopted by the Natchitoches City Council on May 12, 2011, and collected on the occupancy of hotel rooms, motel rooms and overnight camping facilities, including campgrounds in the District, as it may be amended from time to time, or any other appropriate provision or provisions of law, as amended.

"Effective Date of the EDD Tax" shall mean June 1, 2011, being the date on which the levy of the EDD Tax became effective.

"Excess Revenues" shall mean the excess revenues of the City above statutory, necessary and usual charges.

"Fiscal Year" means the City's one-year accounting period as determined by the governing authority of the City, currently the year ending May 31 of each year.

"Hotel Project" means acquisition, construction and equipping of an approximately 87-room hotel facility to be located within the geographical boundaries of the City, at the southeast intersection of Second St. and Lafayette St., and adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel, as more particularly described in Exhibit A hereto, together with all additions thereto and substitutions therefor and includes those buildings, structures, fixtures, furnishings and equipment, including any structures, fixtures, furnishings and related property comprising a portion of the Hotel Project, and is further defined as all property (both movable and immovable) owned by the Lessor and leased to the Lessee herein which is not otherwise included in the definition of Hotel Project, excluding the Parking Project.

"IDB" means the Industrial Development Board of the City of Natchitoches, Louisiana, Inc.

"IDB Act" means Chapter 7 of Title 51 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 51:1151, et seq.).

"IDB Payment Obligation" shall mean the obligation of the IDB to pay to the City the proceeds of the IDB Annual Payment each year during the term of this Agreement for the purpose of paying a portion of debt service on the Note.

"IDB Annual Payment" shall mean the annual payment made by the Company to the IDB with respect to the Project that will be approximately equal to the amount of ad valorem taxes that would otherwise have been payable with respect to the Hotel Project pursuant to the Lease Agreement and paid by the IDB to the City pursuant to this Agreement for the purpose of paying a portion of the debt service on the Note.

"Lease Agreement" means the Lease Agreement and Agreement to Issue Bonds dated as of _____ (to come) _____ 1, 2014, between the IDB and the Company.

"Month" shall mean a calendar month.

"Monthly Base" shall mean the monthly amount of EDD Tax collected by the District from the EDD Taxes prior to the Effective Date of the EDD Tax, which has been determined to be zero dollars (\$0).

"Monthly Collection" shall mean the EDD Tax collected by the District during each Month of the Term.

"Monthly Increment" shall mean the amount by which the Monthly Collection exceeds the Monthly Base. Since the Monthly Base is zero dollars (\$0), the Monthly Increment will be 100% of the collections of the EDD Tax collected by the District each Month.

"Monthly Pledged Increment" shall mean that amount of the Monthly Increment collected specifically at the Project.

"Net Revenues of the EDD Tax" shall mean all revenues of the EDD Tax received by the District from the collector(s) thereof, after the deduction of the Administrative Charge.

"Net Proceeds of the Note" shall mean the gross proceeds of the Note (not to exceed \$2,000,000), less the costs of issuance of the Note that are first paid from such gross proceeds.

"Note" shall mean the City's Taxable Revenue Note, Series 2014, issued on _____ (to come) _____, 2014, pursuant to the Note Ordinance, in the original aggregate principal amount of \$2,000,000 for the purpose of financing a portion of the Cost of the Hotel Project and paying costs of issuance of the Note.

"Note Ordinance" means Ordinance No. 015 of 2014 adopted by the City Council on April 28, 2014, pursuant to which the Note is issued.

"Parking Project" means the parking facilities to be constructed by the Lessor at the northwest intersection of Third St. and Lafayette St., in the City, which are to be leased to the Lessee pursuant to this Lease Agreement.

"Project" means, collectively, the Hotel Project and the Parking Project.

"Term" shall mean the term of this Agreement as set forth in Section 2.10 hereof.

"Trust Fund" shall mean Natchitoches #1 Economic Development District Trust Fund established pursuant to La. R.S. 33:9038.34(O) and Section 2 of Ordinance No. 030 of 2010, which constitutes a special trust fund for the furtherance of economic development projects into which the Annual Increment will be deposited and loaned, granted, donated or pledged in furtherance of economic development projects.

SECTION 1.02. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

ARTICLE II

REPRESENTATIONS OF THE CITY, THE DISTRICT AND THE IDB

SECTION 2.01. Authority. The City, the District and the IDB have all requisite power pursuant to the Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law, the Cooperative Economic Development Law and the IDB Act to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict herewith.

SECTION 2.02. Collections. The City and the District hereby represent, in reliance upon advice of legal counsel and representations of the City's Chief Financial Officer, that current law and the current internal collection process of the City are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the EDD Tax.

SECTION 2.03. Accuracy of Base Collections. The City and the District hereby covenant and represent that the Monthly Base and Annual Base as defined herein are accurate in all material respects.

SECTION 2.04. EDD Payment Obligation. The District hereby acknowledges that the Annual Pledged Increment is pledged and dedicated by this Agreement for the purpose of assisting the City to finance a portion of the Hotel Project through the issuance of the Note, and that any deviation by the District from the terms of this Agreement with respect to the EDD Payment Obligation could result in a substantial impairment of the City's ability to repay the Note. The District agrees to take no action or to fail to take action expressly or fairly implied hereunder which could reasonably be considered to jeopardize the payment of the Annual Pledged Increment to the City for the purposes stated in Section 14 of the Note Ordinance.

SECTION 2.05. IDB Payment Obligation. The IDB hereby acknowledges that the IDB Annual Payment is pledged and dedicated by this Agreement for the purpose of assisting the City to finance a portion of the Hotel Project through the issuance of the Note, and that any deviation by the IDB from the terms of this Agreement with respect to the IDB Payment Obligation could result in a substantial impairment of the City's ability to repay the Note. The IDB agrees to take no action or to fail to take action expressly or fairly implied hereunder which could reasonably

be considered to jeopardize the payment of the IDB Annual Payment to the City for the purposes stated in Section 14 of the Note Ordinance.

SECTION 2.06. Scope of Hotel Project. The Project will require the Company to incur significant infrastructure and other development costs that are within the scope of the definition of "Economic Development Project" in the Cooperative Economic Development Law and will equal or exceed the Cost of the Hotel Project as described in Exhibit B hereto.

SECTION 2.07. Public Hearing and Approval. The Natchitoches City Council has (i) conducted a public hearing relative to the creation of the District and the levy therein of the EDD Tax, (ii) created and designated the District and levied the EDD Tax therein, and (iii) on behalf of the City and the District, approved the execution and delivery of this Agreement in the Note Ordinance. The Board of Directors of the IDB has further approved the execution and delivery of this Agreement.

SECTION 2.08. No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the City, the District and the IDB, there is no action suit, investigation or proceeding pending or threatened against the City, the District or the IDB, before any court, arbitrator, or administrative or governmental body, nor any uninsured obligations of the City, the District or the IDB or which might adversely affect the ability of the City, the District or the IDB to comply with their respective obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement, the EDD Payment Obligation and the IDB Payment Obligation, as applicable.

SECTION 2.09. This Agreement not Intended to be Indebtedness. Although the City, the District and the IDB may issue bonds or other indebtedness relating to the Hotel Project (and the City will issue the Note), the essence of the undertakings of the City, the District and the IDB in this Agreement is for the City, the District, the IDB and the Company to work cooperatively to finance the Cost of the Hotel Project. The undertakings of the City, the District and the IDB described specifically in this Agreement do not represent and are not intended to create any indebtedness on the part of the City, the District or the IDB, since such undertakings of the City, the District and the IDB do not involve any loan of moneys or assets of the City, the District or the IDB or vice versa, nor the issuance of any indebtedness by the City (other than the Note), the District or the IDB, but only for the cooperative use of the revenues of the EDD Tax and the IDB Annual Payment for the purposes described herein.

SECTION 2.10. Term of this Agreement. This Agreement shall be effective upon execution by all the parties hereto and shall terminate on the date of the payment in full of the Note, whether by maturity, redemption, purchase or acceleration.

ARTICLE III

COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 3.01. Relating to Article VII, Section 14 of the Louisiana Constitution. In entering into this Agreement it is not the intent of the City, the District, the IDB or the Company to enter into a gratuitous transfer of public funds because such parties expect that acquisition, construction and installation of the Project will be an "Economic Development Project" within

the meaning of La. R.S. 33:9038.34, and that they will each receive something of value in return for the performance of their obligations hereunder, which is:

(a) in the case of the City, the promotion of economic development in the City, the creation of jobs, enhancement of the property tax and sales tax base of the City, an increase in the number of hotel rooms available in the City and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the City;

(b) in the case of the District, the promotion of economic development in the District, the creation of jobs, the enhancement of the property tax and sales tax base of the District, an increase in the number of hotel rooms available in the District and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the District;

(c) in the case of the IDB, the promotion of economic development in the IDB, the creation of jobs, the enhancement of the property tax and sales tax base of the IDB, an increase in the number of hotel rooms available in the IDB and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the IDB;

(d) in the case of the Company, assistance with the construction of the Hotel Project, which would not be feasible without such assistance.

Additionally, the City, the District, the IDB and the Company will have reciprocal obligations relating to the satisfaction of the additional requirements set forth herein with respect to the allocation, expenditure and use of the Net Revenues of the EDD Tax and the proceeds of the IDB Annual Payment.

The City, the District and the IDB further find and determine that (a) each of the City, the District and the IDB have the legal authority to enter into this Agreement, (b) the Project will be an Economic Development Project within the meaning of the Cooperative Economic Development Law that creates a public benefit, specifically the creation of jobs, the enhancement of the property tax and sales tax base of the City and the District, an increase in the number of hotel rooms and the promotion of tourism, proportionate to its cost and (c) there is a reasonable expectation on the part of the City, the District and the IDB of receiving at least equivalent value in exchange for the use of the Net Revenues of the EDD Tax and the IDB Annual Payment to reimburse the City for the Cost of the Hotel Project.

SECTION 3.02. Collection Process. The EDD Tax shall be collected, accounted for and remitted by the Natchitoches Tax Commission (or its successor) in the same manner as other hotel occupancy taxes are collected in the City.

SECTION 3.03. Transfer of Funds. (a) It shall be the continuing duty of the District to deposit the Monthly Increment into the Trust Fund no later than the last business day of the month during which such funds are made available to the District by the Natchitoches Tax Commission, which is the collector of the EDD Tax. Upon completion of the Hotel Project, it shall be the duty of the District to determine the amount of the Monthly Increment that has been

collected specifically at the Hotel Project (which equals the Monthly Pledged Increment), and to timely transfer an amount equal to the Monthly Pledged Increment to the City for payment of debt service on the Note when due and for the other purposes set forth in Section 14 of the Note Ordinance.

(b) It shall be the continuing duty of the IDB to cause the IDB Annual Payment to collect the IDB Annual Payment from the Company in accordance with the Lease Agreement, and to transfer such payment to the City each year within ten (10) days of receipt of same from the Company for the City to use for payment of debt service on the Note when due and for the other purposes set forth in Section 14 of the Note Ordinance.

(c) The City shall deposit the Monthly Pledged Increment and the IDB Annual Payment to the funds and accounts established in Section 13 of the Note Ordinance solely for the purposes stated in Section 14 of the Note Ordinance.

SECTION 3.04. Calculations. Collections of the EDD Tax received by the District in any Month as a result of audits shall be treated as current collections for such Month for purposes of this Agreement.

If it is determined that for any period of time less revenues of the EDD Tax have been transferred from the Trust Fund to the City pursuant to Section 3.03(a) than were due, for whatever reason, the District shall direct an adjustment in order that the shortfall or over-collection of revenues due to the District for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment, provided that the District shall not be obligated to use any funds for adjustments of underpayments to the City other than from Net Revenues of the EDD Tax.

SECTION 3.05. Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of the affected parties hereto, as well as a certificate of the City setting forth a determination by the City that, taking into account all relevant facts and circumstances, including, if and to the extent the City deems appropriate, an opinion of counsel as to legal matters and other consultants and advisors, such action will not have a material adverse effect on the interest of the City or its assignee(s) in the EDD Payment Obligation and the IDB Payment Obligation.

ARTICLE IV

REIMBURSEMENT OF COSTS OF THE PROJECT AND REPAYMENT OF THE NOTE

SECTION 4.01. Construction and Installation of the Hotel Project. (a) The Company has and will use its best efforts to acquire, construct and equip the Hotel Project for a total estimated cost of approximately [\$9,800,000], and expects the Hotel Project to be placed in service on or before (to come) , 2015. The Company shall construct and install the Hotel Project at its own expense in consideration and anticipation of the obligation of the City to reimburse the Cost of the Hotel Project to the Company in accordance with this Article. The City shall reimburse the Company for the Cost of the Hotel Project, limited to the Net Proceeds

of the Note, as provided for in this section and shall budget for such expenditures in its budget for the Fiscal Year ending May 31, 2015 (and subsequent years, if necessary).

(b) Actual costs of the Hotel Project to be reimbursed by the City to the Company (or directly to contractors, subcontractors or suppliers) pursuant to this Agreement, not to exceed the Net Proceeds of the Note, shall be documented to the City by the Company in such form and in sufficient detail to allow the City or its duly appointed representatives, to make an independent determination (i) as to the actual costs incurred or paid by the Company with respect to the Hotel Project and (ii) that such costs have not been nor will be paid for or financed from by equity contributions by the Company, from the proceeds of any other loan undertaken by the Company, or from any other source whatsoever.

(c) Any such documentation shall be accompanied by a sworn statement of an authorized representative of the Company that the actual costs of the Hotel Project described in such documentation are true and accurate, are all with respect to the Hotel Project and have not been nor will be otherwise paid for by equity contributions by the Company or from the proceeds of any other loan undertaken by the Company, or from any other source whatsoever.

(d) Once such documentation and sworn statement have been approved by the City, there shall be no need or obligation of the Company to provide additional requisitions or requests for transfer to the Company of the amounts so approved, and payment of the approved costs shall continue in the manner set forth in below until a cumulative amount equal to the documented Cost of the Hotel Project shall have been paid to the Company (or directly to contractors, subcontractors or suppliers) by the City from the Net Proceeds of the Note. THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REIMBURSE THE COMPANY FOR ANY COST OF THE PROJECT FROM ANY SOURCE OTHER THAN THE PROCEEDS OF THE NOTE REMAINING AFTER PAYMENT OF THE COSTS OF ISSUANCE OF THE NOTE.

Reasonable variations in the amounts allocable to the various expenditure line items shown in Exhibit B are allowed, provided that the total Cost of the Hotel Project to be reimbursed to the Company pursuant to this Agreement shall be absolutely limited to the Net Proceeds of the Note.

SECTION 4.02. Payment Obligations of the District and the IDB. The District agrees that it will pay all of the revenues of the EDD Tax to the City at least monthly, or cause the Natchitoches Tax Commission or its successor to pay such moneys directly to the City, for deposit to the Trust Fund, and that it will further transfer the Annual Pledged Increment to the City, at least monthly as received and accounted for, for use by the City as set forth in Section 14 of the Note Ordinance. The District hereby authorizes the Director of Finance of the City to withdraw an amount equal to the Annual Pledged Increment from the Trust Fund and transfer to the funds and accounts established in the Note Ordinance from time to time in order to meet the District's obligation under this paragraph.

The IDB agrees that it will pay the IDB Annual Payment to the City within ten (10) days of receipt of same from the Company, or shall cause the Company to pay the IDB Annual Payment directly to the City, for use by the City as set forth in Section 14 of the Note Ordinance.

SECTION 4.03. Payment Obligation; Budgeting. The City, for itself on behalf of the District, shall budget, receipt for and expend the Net Revenues of the EDD Tax, which includes the Annual Pledged Increment, and the IDB Annual Payment, as follows:

(a) The City, for itself and on behalf of the District, shall budget for each Fiscal Year, beginning with the Fiscal Year ending May 31, 2015, the anticipated revenues and expenditures of the EDD Tax and the IDB Annual Payment for such Fiscal Year. The City may retain from the gross revenues of the EDD Tax an amount equal to the Administrative Charge.

(b) The City, on behalf of the District, shall budget 100% of the Net Revenues of the EDD Tax for each Fiscal Year, after deduction of the Administrative Charge, for deposit into the Trust Fund, and will further budget an amount of the Net Revenues of the EDD Tax that is at least equal to the Annual Pledged Increment to be transferred from the Trust Fund to the City and used to pay a portion of the debt service on the Note or for the other purposes set forth in Section 14 of the Note Ordinance. The City shall further budget 100% of the IDB Annual Payment to be transferred by the IDB to the City and used to pay a portion of the debt service on the Note or for the other purposes set forth in Section 14 of the Note Ordinance.

(c) As provided in the Note Ordinance, until the Note shall have been paid in full in principal and interest, the City will budget annually a sum of money sufficient to pay debt service on the Note, including any principal and/or interest theretofore matured and then unpaid, as are not paid from the Annual Pledged Increment and/or the IDB Annual Payment, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law sufficient to pay the principal of and interest on the Note as are not paid from the Annual Pledged Increment and/or the IDB Annual Payment.

(d) If, during the course of a Fiscal Year, the anticipated Net Revenues of the EDD Tax, the Annual Pledged Increment or the IDB Annual Payment for such Fiscal Year increase beyond the initial amount budgeted, then such increased revenues shall be reflected in a budget amendment, however in no event shall the District or the IDB be obliged to make any transfer to the City during any period in excess of the actual Annual Pledged Increment and the actual IDB Annual Payment, respectively, during such period.

(e) Upon the payment in full of the Note, or the full defeasance of same in accordance with the Note Ordinance, neither the District nor the IDB shall have any further payment obligation to the City hereunder.

(f) Net revenues of the EDD Tax in excess of the amounts paid to the City pursuant to Subsection (b) of this Section shall remain in the Trust Fund and may be expended by the District to pay the cost of Economic Development Projects, whether inside or outside of the District, including the cost of public works and infrastructure, or to reimburse the City or the District for any such expenditures paid from other sources after the Effective Date of the EDD Tax. The District may also use any such excess net revenues to pay the cost of public works and infrastructure outside of the limits of the City, if such improvements benefit the property within the District and may legally be made by the City or the District.

SECTION 4.04. Limited Source of Payment. The City and the Company hereby recognize, acknowledge and agree that the Annual Pledged Increment is intended to be and shall be the sole source of payment of the moneys described in Section 4.03(b) above and that the IDB Annual Payment is intended to be and shall be the sole source of payment of the moneys described in Section 4.03(c) above. Neither the City nor the Company nor any other person (including the owner or owners of the Note) shall have any recourse against the IDB or the District to make reimbursement payments to the City from any other sources whatsoever.

SECTION 4.05. No Repeal of EDD Tax or IDB Annual Payment. For so long as the Note is outstanding, or until the Termination Date, whichever occurs first, the District pledges not to reduce or repeal the EDD Taxes or take any other action or fail to take any action that would impair the its reimbursement obligations set forth herein and the IDB pledges not to reduce the IDB Annual Payment or take any action that would impair the its reimbursement obligations set forth herein.

SECTION 4.06. Successors and Assigns. Notwithstanding the foregoing, the rights of the City under this Agreement may be assigned by the City solely for the purpose of securing payment of the Note. Otherwise, the rights of the City under this Agreement may not be sold, assigned, assumed or transferred in any manner to or by any other person or entity, without the prior written consent of the District and the IDB, and in such case the sale, assignment, assumption or transfer by the City shall be in writing and shall contain a specific provision that the successor assumes all of the obligations of the City under this Agreement arising on or after the effective date of such transfer.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof, and in particular shall be construed liberally as necessary to protect and further the interests of the owners of any bonds or other obligations issued by the City, the District or the IDB for the purposes stated herein.

SECTION 5.02. Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the parties hereto at the addresses shown in the appearances to this Agreement.

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by fax, electronic mail or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

SECTION 5.03. Further Assurances. From time to time hereafter, the City, the District and the IDB may execute and deliver such additional instruments, certificates or documents, and take all such actions as the each party hereto may reasonably request for the purpose of fulfilling their obligations hereunder or in relation to other matters or projects that may be related to the Project or otherwise. Without limiting the foregoing, within fifteen (15) days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such parties' knowledge or belief: (i) whether or not this Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches or conditions); (iii) whether the conditions and agreements under this Agreement have been satisfied or performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures); and (iv) the amounts of paid and unpaid reimbursements for the term of the Agreement or for particular years thereof. Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

SECTION 5.04. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected official, trustee, officer, agent or employee of the City, the District or the IDB, in his or her individual capacity, and none of such persons nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. No partner, member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor or consultant of the Company (disclosed or undisclosed) shall have any personal liability to the City, the District or the IDB or any of their respective successors in interest with respect to the subject matter of this Agreement, other than for failure to comply with the Company's obligation under Section 4.01 above.

SECTION 5.05. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 5.06. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 5.07. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

SECTION 5.08. Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the City, the District, the IDB or the Company, in the 10th Judicial District Court, Natchitoches Parish, Louisiana.

SECTION 5.09. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such

provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 5.10. Non-shareholder Contributions to Capital. The City hereby designates the proceeds of the Note paid to the Company pursuant hereto, and each portion thereof, as non-shareholder contributions to capital of the Company pursuant to Section 118 of the Internal Revenue Code of 1986 (and successor provisions thereto) and intends such payments to be a reimbursement for land and/or building costs incurred by the Company in connection with the Project.

SECTION 5.11. Amendment and/or Modification. Neither this Agreement nor any term, provision or exhibit hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

[SIGNATURES APPEAR ON NEXT PAGE]

THIS COOPERATIVE ENDEAVOR AGREEMENT IS THEREFORE DONE AND PASSED in multiple counterparts effective on _____, 2014, in the presence of the undersigned competent witnesses, who hereunto sign their names with the City, the IDB, the District and the Company.

CITY OF NATCHITOCHES,
STATE OF LOUISIANA

ATTEST:

By: _____
Mayor

By: _____ (SEAL)
Council Administrator

WITNESSES:

NATCHITOCHES ECONOMIC
DEVELOPMENT DISTRICT A,
STATE OF LOUISIANA

By: _____
Mayor, City of Natchitoches

ATTEST:

By: _____
President, Natchitoches City Council

By: _____ (SEAL)
Council Administrator, City of Natchitoches

WITNESSES:

[SIGNATURES CONTINUE ON NEXT PAGE]

INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF NATCHITOCHES,
LOUISIANA, INC.

By: _____
President

By: _____
Secretary

WITNESSES:

HOSPITALITY CONSULTANTS, LLC

WITNESSES:

By: _____
Title: Manager

EXHIBIT A
to Cooperative Endeavor Agreement

**BOUNDARIES AND MAP OF
NATCHITOCHES ECONOMIC DEVELOPMENT DISTRICT A**

Beginning at a found 3/8 inch iron rod at the Northwest right of way intersection of Washington Street, Front Street and Lafayette Street, thence North 8 degrees 01 minute 48 seconds East along the West right of way of Washington Street a distance of 90 feet; thence North 78 degrees 14 minutes 22 seconds West a distance of 64.64 feet; thence North 9 degrees 21 minutes 26 seconds East a distance of 57.98 feet; thence North 82 degrees 11 minutes 22 seconds West a distance of 169.83 feet; thence South 12 degrees 51 minutes 50 seconds West a distance of 58.18 feet; thence South 12 degrees 8 minutes 8 seconds West a distance of 1.15 feet; thence North 86 degrees 39 minutes 01 second West a distance of 58.63 feet; thence South 9 degrees 3 minutes 16 seconds East a distance of 90.75 feet to the North right of way of Lafayette Street; thence westerly along the northern right of way of Lafayette Street to the Northeast corner of the intersection of Lafayette Street and Second Street; thence northerly along the eastern right of way of Second Street a distance of 183 feet; thence westerly across the right of way of Second Street to a point that is on the western right of way of Second Street and at the Northeast corner of property owned by the City of Natchitoches; thence North 85 degrees 32 minutes 45 seconds West a distance of 182.52 feet; thence North 3 degrees 51 minutes 39 seconds East a distance of 52.46 feet; thence North 86 degrees 28 minutes 5 seconds West a distance of 149.47 feet to the eastern right of way of Third Street; thence West across the right of way of Third Street to the western right of way of Third Street; thence southerly along the western right of way of Third Street to the Southwest corner of the intersection of Third Street and Buard Street; thence westerly along the southern right of way of Buard Street a distance of 150 feet; thence southerly a distance sufficient to intersect that point on the northerly right of way of Lafayette Street that is 157 feet from the Northwest corner of the intersection of Lafayette Street and Third Street; thence easterly along the northern right of way of Lafayette Street a distance of 157 feet to the Northwest corner of the intersection of Lafayette Street and Third Street; thence easterly across the right of way of Third Street to the Northeast corner of the intersection of Lafayette Street and Third Street; thence southerly along the eastern right of way of Third Street a distance sufficient to intersect the Southwest corner of the property comprising the Natchitoches Events Center; thence Westerly along the southern boundary of the property comprising the Natchitoches Events Center to a point on the western right of way of Second Street; thence in a southerly direction along the western right of way of Second Street a distance of 50 feet; thence North 84 degrees 39 minutes West a distance of 203.7 feet; thence South 5 degrees 21 minutes West a distance of 51.8 feet; thence South 84 degrees 44 minutes East a distance of 41.5 feet; thence in a southerly direction along the boundary between property of City of Natchitoches and the United States Post Office a distance sufficient to intersect the northern right of way of St. Denis Street; thence in an easterly direction along the northern right of way of St. Denis Street to the Northwest corner of the intersection of St. Denis Street and Second Street; thence easterly across Second Street to the Northeast corner of the intersection of St. Denis Street and Second Street; thence southerly across St. Denis Street to the Southeast corner of the intersection of St. Denis Street and Second Street; thence southerly along the eastern right of way of Second Street a distance of 70.6 feet; thence turn and on an interior angle of 90 degrees 15 minutes run easterly a distance of 90 feet; thence turn and on an interior angle of 90 degrees 39 minutes run southerly a distance of 48.67 feet; thence turn and on an interior angle of 86 degrees 50 minutes run westerly 17.75 feet ; thence turn and on an interior angle of 93 degrees 10 minutes run northerly a distance of 4.08 feet; thence turn and on an interior angle of 88 degrees 28 minutes run westerly a distance of 22 feet; thence turn and on an interior angle of 95 degrees 19 minutes run northerly a distance of 8.5 feet; thence turn and on an interior angle of 93 degrees 59 minutes run westerly a distance of 50 feet to the eastern right of way of Second Street; thence run southerly along the eastern right of way of Second Street to the Northeast corner of the intersection of Second Street and Church Street; thence run easterly along the northern right of way of Church Street to

a point that is 102 feet from the Northwest corner of the intersection of Church Street and Front Street; thence North 5 degrees 44 minutes 56 seconds East a distance of 108.05 feet; thence North 83 degrees 59 minutes 20 seconds West a distance of 95.80 feet; thence North 5 degrees 23 minutes 18 seconds East a distance sufficient to intersect the northern right of way of St. Denis Street; thence westerly along the northern right of way of St. Denis Street to a point that is on a line of the eastern right of way of Ducournau Street as extended; thence northerly along the line of the eastern right of way of Ducournau Street as extended to the Northeast corner of the intersection of Horn Street and Ducournau Street; thence continue northerly along the eastern right of way of Ducournau Street to a point that is on the southern boundary of property owned by the City of Natchitoches; thence South 80 degrees 56 minutes 53 seconds East a distance of 104.82 feet; thence South 8 degrees 29 minutes 30 seconds West a distance sufficient to intersect the northern right of way of Lafayette Street; thence easterly along the northern right of way of Lafayette Street to the Northwest corner of the intersection of Washington Street, Front Street and Lafayette Street, being the point of beginning.



EXHIBIT B
to Cooperative Endeavor Agreement

DESCRIPTION AND HOTEL PROJECT BUDGET

The Hotel Project consists of the acquisition, construction and equipping of an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel. The overall Hotel Project Budget is as follows:

Hotel Development - Cost Estimate	
\$000's	
Building Construction	\$7,000
Furniture, Fixtures & Equipment (FF&E)	1,169
Appraisals, Overhead, Contingency, etc.	175
Architectural & Interior Design	250
Special Systems	240
Pre-operating Costs	125
Capitalized Construction Interest	207
Legal & Closing Costs	190
Initial Working Capital	144

Total Project Cost	9,500
Contributed Land *	300

Total Project Cost Including Land	\$9,800
	=====

* Land value – per appraisal dated May 2013.

LEGAL DESCRIPTION OF PARKING PROJECT SITE
(a parcel with dimensions of approximately 165' x 200',
located at northwest intersection of Third St. and Lafayette St.)

That certain tract, piece, or parcel of ground, with all buildings and improvements thereon situated, located in the City and Parish of Natchitoches, Louisiana, and being shown and depicted as a 0.760 acre, more or less, tract on a plat of survey by Robert Lynn Davis, P.L.S., dated July 7, 2009 and encaptioned "Survey Showing A Lot on Third Street Located in the City of Natchitoches, Natchitoches Parish, Louisiana," and being more particularly described thereon as follows, to-wit:

Beginning at the Northwest corner of the intersection of Lafayette Street and Third Street, thence North 83 degrees 53 minutes 00 seconds West, along the northern right of way of Lafayette

Street, a distance of 165 feet; thence North 5 degrees 38 minutes 00 seconds East a distance of 200.54 feet to the southern right of way of Buard Street; thence South 83 degrees 53 minutes 09 seconds East, along the southern right of way of Buard Street, a distance of 165 feet to the Southwest corner of the intersection of Buard Street and Third Street; thence South 5 degrees 38 minutes 00 seconds West, along the western right of way of Third Street, a distance of 200.55 feet to the point of beginning.

Mr. David Wolfe, with the Adams & Reese Law Firm – Bond Council, in conjunction with the City Administration has worked to put together a financial plan to finance the last piece of the hotel project. This ordinance would approve a borrowing by the City from City Bank & Trust for two million dollars that would provide the last \$2 million of the total \$9 million package to pay for the completion of the hotel. The City will only borrow as much as needed to complete the project rather borrowing the full \$2 Million. The City got a 4.3% interest rate which is a taxable rate because the purpose of the borrowing is to finance a privately owned hotel. City Bank & Trust has agreed to a 15 year payback, the debt service will be \$185,000 a year covered by two sources from the hotel itself. About \$48,000 will come from 2% hotel occupancy tax. When the hotel opens in addition to the other sales tax, the 2% hotel occupancy tax will also be collected. Additionally the financing will be structured where the Natchitoches Parish Industrial Development Board (IDB) owns the hotel and leases it to the company who is developing it. The developers are completely responsible for operating the hotel and their expenses. The hotel will be publicly owned and therefore will not be subject to property tax. Instead of paying property tax to the Sheriff for distribution to various taxing bodies, they will make a payment in lieu of taxes to the IDB for the annual rent of the hotel. The IDB will turn this over to the City which will provide enough money to pay off the loan assuming the hotel is successful. Once the note is paid off the hotel will be conveyed to the developer and they will own it. The hotel occupancy tax will continue to roll in and property taxes will be collected.

Mayor Posey then stated no existing money out of the operating budget will be used to fund this project and pay this back. The project itself is getting close, but we have some infrastructure things that must be in place before construction can start. We hope to have this completed by the fall of 2015.

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 016 OF 2014

AN ORDINANCE ACKNOWLEDGING THE RECOMMENDATION OF THE NATCHITOCHES REGIONAL AIRPORT COMMISSION, APPROVING THE ADOPTION OF THE AIRPORT MASTER PLAN FOR THE NATCHITOCHES REGIONAL AIRPORT DATED MARCH 2014, PREPARED BY THE AIRPORT DEVELOPMENT GROUP, AND AUTHORIZING MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL APPROPRIATE DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, at the request of the City of Natchitoches, the Airport Development Group has prepared an Airport Master plan, dated March 2014; and

WHEREAS FURTHER, the Airport Master Plan has been approved by the Federal Aviation Administration and has further been approved by the Natchitoches Regional Airport Commission; and

WHEREAS FURTHER, by Resolution dated March 31 2014, the Natchitoches Regional Airport Commission recommended the approval of the Airport Master Plan by the City Council of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes the recommendations of the Federal Aviation Administration and the Natchitoches Regional Airport Commission; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the Airport Master Plan dated March 2014, and is of the opinion that the Airport Master Plan will provide for an improved, safer and more efficient airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches approves the adoption of the Airport Master Plan dated March 2014, prepared by the Airport Development Group; and

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Natchitoches, Louisiana, does hereby approve and adopt the Airport Master Plan Dated March 2014, prepared by the Airport Development Group.

BE IT FURTHER ORDAINED that Lee Posey, Mayor of the City of Natchitoches, or his designee, be and he is hereby authorized to represent the City and to execute any and documents, papers, or other instruments which are necessary to properly adopt the Airport Master Plan, dated March 2014.

BE IT FURTHER ORDAINED that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

BE IT FURTHER ORDAINED that this ordinance shall go into effect immediately after due publication according to law.

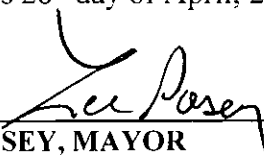
BE IT FURTHER ORDAINED that all ordinances in conflict herewith are hereby repealed.

THIS ORDINANCE was introduced at a regular meeting of the City Council held on April 14, 2014 and published in the *Natchitoches Times* on April 19, 2014.


The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Payne, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 28th day of April, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 29th day of April, 2014 at 10:00 A.M.

Resolution NO. 21, 2014

***Resolution: Approving the Airport Master Plan for the Natchitoches
Regional Airport***

WHEREAS, The Natchitoches Regional Airport Commission has reviewed the Airport Master Plan, dated March, 2014 as prepared by the Airport Development Group and approved by Federal Aviation Administration and the Louisiana Department of Transportation Development Division of Aviation.

BE IT RESOLVED, that The Natchitoches Regional Airport Commission recommends that the Mayor and City Council approve the Airport Master Plan dated March, 2014.

THUS DONE AND SIGNED this 31st day march, 2014 as per agreement of the members of the Natchitoches Airport Commission at its special called meeting held on, Monday, March 31, 2014.

Natchitoches Airport Commission


STANLEY SALTER, Chair

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on April 28, 2014 as follows:

ORDINANCE NO. 017 OF 2014

**AN ORDINANCE TO COMPLY WITH GASB STATEMENT 54 COMMITTING
SPECIAL REVENUE FUND BALANCES**

WHEREAS, the Governmental Accounting Standards Board (GASB) requires detail regarding Special Revenue Fund balances, and

WHEREAS, the definition of a Special Revenue Fund is a fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes,

THEREFORE, the following Special Revenue Fund balance(s) are committed by the governing body of the City of Natchitoches to the specific purposes of each fund as detailed below:

LED SITE DEVELOPMENT FUND: To account for receipt and expenditure of funds due to Louisiana Economic Development's (LED) approval of application for site certification of acreage in industrial park.

NOW, THEREFORE, BE IT ORDAINED that the City of Natchitoches does hereby commit the above Special Revenue Fund balance(s) to the specific purposes as detailed above and as are appropriate for each fund.

BE IT FURTHER ORDAINED that any re-classification of any of the above Special Revenue Fund balance(s) must come before the governing body of the City of Natchitoches before any such fund balance can be committed to any other purpose not specified in this Ordinance.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on April 28, 2014 as follows:

ORDINANCE NO. 018 OF 2014

AN ORDINANCE AMENDING THE 2013-2014 BUDGET TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES

WHEREAS, Louisiana Statute (R.S. 39: 1310-1311) requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues or expenditures.

NOW, THEREFORE BE IT RESOLVED, that the budget be amended to reflect these additional revenues and expenditures as follows:

	<u>2013-14 Original Budget</u>	<u>Increase/ Decrease</u>	<u>2013-14 Amended Budget</u>
<u>Fund 053: 911 Grant/Police</u>			
053-0000-591-20-17 Contractual Services/Computer	-	4,400	4,400
053-0000-591-26-01 Repairs & Maintenance/Vehicles	-	4,400	4,400
053-0000-591-30-06 Materials & Supplies/Uniforms	-	11,000	11,000
<u>Fund 087: Miss Merry Christmas</u>			
087-0000-475-01-00 Pageant Entry Fees	1,500	1,200	2,700
087-0000-591-35-16 Promotional/Improvement	3,650	1,400	5,050
<u>Fund 112: Keep Louisiana Beautiful</u>			
112-0000-591-30-17 Janitorial Supplies	-	1,000	1,000
<u>Fund 114: Downtown Parking</u>			
114-0000-491-71-00 Transfers/Capital Improvements	250,000	(250,000)	-
114-0000-591-20-13 Contractual Services/Construction	250,000	(250,000)	-
<u>Fund 135: Texas & Pacific Railway</u>			
135-0000-432-09-00 State Grant	198,000	(198,000)	-
135-0000-591-20-03 Contractual Services/Engineering	198,000	(198,000)	-
<u>Fund 136: East Natchitoches Bypass, Phase I</u>			

136-0000-432-09-00 State Grant	345,000	(345,000)	-
136-0000-591-20-03 Contractual Services/Engineering	345,000	(345,000)	-

Fund 137: Local Government Assistance Program

137-0000-432-09-00 State Grant	-	20,560	20,560
137-0000-591-30-25 Machinery & Equipment (Non-asset)	-	20,560	20,560

Fund 138: South Natchitoches Drainage Improvements

138-0000-432-09-00 State Grant	1,050,000	(1,050,000)	-
138-0000-491-71-00 Transfers/Capital Improvements	350,000	(350,000)	-
138-0000-591-20-03 Contractual Services/Engineering	140,000	(140,000)	-
138-0000-591-20-13 Contractual Services/Construction	1,260,000	(1,260,000)	-

Fund 141: LCDBG Housing

141-0000-432-09-00 State Grant	14,455	(14,455)	-
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Fund 206: Knock Knock Grant

206-0000-432-09-00 State Grant	7,400	2,000	9,400
206-0000-591-10-50 Overtime	9,866	2,000	11,866

Pat Jones, Finance Director, stated these are revenues and expenditures we had not budgeted or received the grant afterward budget was printed. In order for us to legally be able to spend the money, we have to adjust the budget accordingly.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on April 28, 2014 as follows:

ORDINANCE NO. 019 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR THE 2013 FY LCDBG STREET PROJECT**

(BID NO. 0544)

WHEREAS, by Resolution No.019 of 2014 the Mayor was authorized to advertise for bids for the FY 2013 LCDBG Street Project (Bid No. 0544); and

WHEREAS, this bid was advertised in the Natchitoches Times on February 27th , March 6th and March 13th, 2014, in accordance with law; and

WHEREAS, two bid proposals were received and opened at a regularly scheduled City Council meeting on April 14, 2013 as follows:

- | | |
|---|--------------|
| (1) Regional Construction, LLC
Natchitoches, Louisiana | \$646,470.10 |
| (2) T. L. Construction, LLC
Alexandria, Louisiana | \$739,152.95 |

WHEREAS, on April 22, 2014 the appointed committee members, of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Larry Payne, Councilman; Michael Braxton, Director of Public Works, and Randal Smoak, Engineer with Cothren, Graff, Smoak Engineering, reviewed the bids received; and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Regional Construction, LLC** of Natchitoches, Louisiana in the amount of \$646,470.10.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

April 22, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

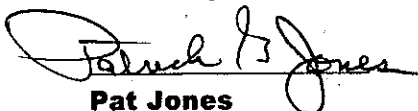
The appointed committee of Pat Jones, Edd Lee, Michael Braxton and Larry Payne, have reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0544, for the FY 2013 LCDBG Street project.

The committee was unanimous in its decision to award the bid to the lowest bidder, Regional Construction, Inc., Natchitoches, LA, with a bid of \$616,470.10. The other bid received was from T. L. Construction, Alexandria, LA, in the amount of \$739,152.95.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on April 28, 2014.


Sincerely,



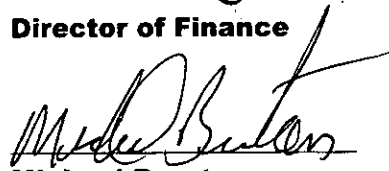
Pat Jones
Director of Finance



Edd Lee
Director of Purchasing



Larry Payne
Councilman Dist #4



Michael Braxton
Director of Public Works

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 041 OF 2014

**A RESOLUTION CHANGING THE DATE OF THE CITY COUNCIL MEETING
ORIGINALLY SCHEDULED ON MEMORIAL DAY, MONDAY, MAY 26, 2014, TO BE
CHANGED AND RE-SCHEDULED ON
TUESDAY MAY 27, 2014 AT 5:30 P.M.**

WHEREAS, in accordance with Section 2.09 of the Home Rule Charter of the City of Natchitoches, the City Council of the City of Natchitoches meets in regular session at 5:30 P.M. on the second and fourth Mondays of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, LA; and

WHEREAS, in accordance with Section 2.09 of the Home Rule Charter a meeting date may be changed upon favorable vote of the council; and

WHEREAS, the City Council meeting scheduled on Monday, May 26, 2014 falls on an approved employee holiday, Memorial Day; and

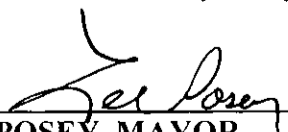
WHEREAS, in an effort not to disrupt employees and the public's Memorial Day celebration events and personal plans, the City Council meeting date will be changed to Tuesday, May 27, 2014 at 5:30 p.m. with the pre-council meeting held at 5:00 p.m.; and

THEREFORE, BE IT FURTHER RESOLVED that the regularly scheduled City Council pre-meeting and meeting scheduled on Memorial Day, Monday, May 26, 2014 is hereby changed to Tuesday, May 27, 2014 with a pre-meeting at 5:00 p.m. and the City Council meeting to begin at 5:30 p.m.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 28th day of April, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NUMBER 042 OF 2014

**RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDS
FROM THE DIVISION OF HISTORIC PRESERVATION FOR FY 2013-2014
CERTIFIED LOCAL GOVERNMENT – HISTORIC PRESERVATION FUND GRANT
13-HP-19**

WHEREAS, the City of Natchitoches Main Street Office has been authorized to commence a project to provide for partial sponsorships for the 2014 Louisiana Trust for Historic Preservation Conference to be held June 26 – 27, 2014, provide for National Main Street Conference scholarships for Main Street Managers to be held on May 18 – 21, 2014, and coordinate arrangements for Louisiana Main Street quarterly trainings; and

WHEREAS, the total cost of this project is budgeted to be forty-three thousand, six hundred seven dollars (\$43,607) and will be reimbursed entirely through a grant from the Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation; and


WHEREAS, it is desirous for the City of Natchitoches to undertake the Historic Preservation Fund Grant Project (13-HP-19) proposed,

NOW, THEREFORE, BE IS RESOLVED that Mayor Lee Posey or his designee, be and hereby are authorized to apply for and receive such funding, to execute such documentation as may be required for those purposes and to do such other actions as may be necessary to accomplish the Historic Preservation Fund Grant project proposed and identified by Project Number 13-HP-19.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 28th day of April, 2014.



LEE POSEY, MAYOR



JAY DARDENNE
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF CULTURAL DEVELOPMENT
DIVISION OF HISTORIC PRESERVATION

PAM BREAU
ASSISTANT SECRETARY

Ms. Samantha Bonnette
Main Street Manager
City of Natchitoches
P. O. Box 37
Natchitoches, LA 71458

Re: FY 2013-2014 Certified Local Government – Historic Preservation Fund Grant
13-HP-19 Sponsorship of Louisiana Trust for Historic Preservation Conference
and the National Main Street Conference

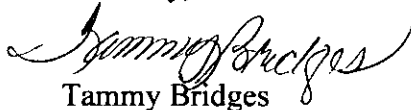
Dear Ms. Bonnette:

Enclosed are an Award Acceptance Letter and three copies of the Grant Agreement between the City of Natchitoches and the Division of Historic Preservation. Please have the appropriate persons sign the Acceptance Letter, Grant Agreement signature page, Attachment A (scope of work), and Attachment D (reimbursement procedures form). Attachment C (itemized billing request forms) does not need to be signed until it is completed for reimbursement.

Please return the acceptance letter and all three copies of the signed agreement to me. After I have obtained the appropriate signatures from this office, I will forward a fully executed Grant Agreement to you. Keep in mind that this grant runs from September 1, 2013 through June 30, 2014. All expenses associated with this grant must be incurred within the grant cycle.

Our office looks forward to working with you on this project. If you have any questions pertaining to this agreement, please do not hesitate to contact us.

Sincerely,


Tammy Bridges
Grants Manager

TB:s
Enclosures

LOUISIANA DIVISION OF HISTORIC PRESERVATION

2013-14 GRANT AWARD ACCEPTANCE LETTER
AND GRANT AWARD VERIFICATION

PLEASE COMPLETE THIS FORM AND RETURN TO THE DIVISION OF HISTORIC
PRESERVATION (P. O. Box 44247, Baton Rouge, LA 70804)

NAME: _____

ADDRESS: _____

E-MAIL: _____

GRANT AWARD AMOUNT: _____

AMOUNT OF MATCH: _____ N/A _____ (minimum 50% match required)

SOURCE OF MATCH: _____

FISCAL YEAR BEGINS: _____ ENDS _____

ANNUAL AUDIT ISSUED (Estimated Date): _____

ANNUAL AUDIT PERFORMED IN ACCORDANCE WITH: A-133 _____ A-110 _____

FLOOR PLAN WITH COST PER SQUARE FOOT (if applicable):

FEDERAL EMPLOYEE IDENTIFICATION NUMBER: _____

OR SOCIAL SECURITY NUMBER: _____

IS YOUR ORGANIZATION TAX EXEMPT: YES _____ NO _____

If yes, please provide us with a copy of your IRS letter stating your tax exempt status at this time.

CERTIFICATION: This will serve as verification that the above named organization accepts this grant award and that we have the necessary non-federal funds needed to match this grant.

This will also certify that we have an Equal Opportunity Employer poster and we will display said poster (If you do not have an EOE poster, contact the Division of Historic Preservation so that one can be included with your agreement).

Please have the person authorized to enter into this grant agreement sign and type or print their name and title below.


Authorized Signature

Lee Posey, Mayor
Name & Title (typed or printed)

STATE OF LOUISIANA
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
OFFICE OF CULTURAL DEVELOPMENT
DIVISION OF HISTORIC PRESERVATION
GRANT AGREEMENT

Be it known, that effective September 1, 2013, the Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation (the "State," or "Division") and City of Natchitoches, P. O. Box 37, Natchitoches, LA 71458 (the "Grantee") enter into this agreement under the following conditions.

1. Services

Grantee hereby agrees to carry out the following activities: provide for partial sponsorship of the 2014 Louisiana Trust for Historic Preservation Conference held on June 26-27, 2014 (Natchitoches, LA), provide for National Main Street Conference scholarships for Main Street Managers, held on May 18-21, 2014, and coordinate arrangements for Louisiana Main Street quarterly trainings, as per Attachment A.

2. Grant Award

In consideration of the activities described above, the State hereby agrees to pay Grantee a maximum sum of forty-three thousand, six hundred seven dollars (\$43, 607) of allowable costs from the National Park Service FY 2013 Historic Preservation Fund (CFDA #15.904), as per the Attachment B. The grant amount shall be paid in accordance with the Reimbursement Procedures set forth in Attachment D. This is a reimbursable grant. Therefore grant funds are reimbursed after grantee provides proper documentation for expenditures, up to the awarded grant amount. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49. This funding is contingent upon the availability of funds appropriated to the Division of Historic Preservation by the State Legislature or accruing to it from other sources.

3. Regulations

The Grantee will do all work in accordance with the June, 2007 edition of the Historic Preservation Fund Grants Manual. The OMB Circular A-21 "Cost Principals for Educational Institutions" and OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," shall be used to determine the applicability of costs accrued and to confect all required statements and reports. Work not performed in accordance with the Secretary of

Interior's Standards for Architectural Documentation will not be reimbursed.

4. Reports

The Grantee shall be required to submit status reports, as per Attachment D. At the discretion of the State, the Grantee may be subject to periodic on-site visits and review of proof of expenditures, which will be submitted by the Grantee to the State.

5. Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the Grantee's application, Attachment E) shall take precedence, followed by the provisions of June, 2007 edition of the Historic Preservation Fund Grants Manual, and then by the terms of the Grantee's application.

6. Auditing

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors and/or the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all accounts of Grantee that are related to this grant. Therefore, all records pertaining to this grant must be maintained by the Grantee no less than three years following the termination of the agreement.

In accordance with R.S. 24:513(H)(2)(a), the Grantee "shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated."

Pursuant to R.S. 24:513(J)(1)(c), the financial statements of the Grantee shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$50,000 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$50,000 or less in funds for the fiscal year.
More than \$50,000 but less than \$200,000	Cause to be conducted an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide. At the discretion of the legislative auditor, may require an audit of its books and accounts.
\$200,000 or more but less than \$500,000	Cause to be conducted an annual review of its financial statements to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide. At the discretion of the legislative auditor, may require an audit of its books and accounts.

\$500,000 or more	Cause to be conducted an Annual audit in compliance with the Single Audit Act performed in accordance with Government Auditing Standards.
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The Grantee is notified that no funds appropriated under Act 14 of the 2013 Regular Legislative Session shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State of Louisiana unless the Grantee executes an Agreement or contract and submits to the Division for approval a Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Division shall submit the Agreement, the Budget, and any other required information to the Legislative Auditor for approval at ebudgets@lla.la.gov.

7. Amendments

Any requests to alter, modify, or change this Agreement including the budget, must be submitted in writing to and approved by the Division of Historic Preservation.

8. Indemnity Clause

The Grantee shall indemnify and save harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work of the Grantee, his agents, servants, or employees while engaged upon or in connection with the activities and services required or performed by the Grantee hereunder.

9. Anti-Discrimination

The Grantee agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Grantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Grantee agrees not to discriminate in its employment practices, and will render services under this Grant Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Grantee, or failure to comply with these

statutory obligations when applicable shall be grounds for termination of this Grant Agreement..

10. Anti-Lobbying

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, but this shall not prevent officers or employees of the United States or its Departments or agencies from communication to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business.

11. Termination for Cause

The State may terminate this Grant Agreement for cause based upon the failure of Grantee to comply with the terms and/or conditions of the Grant Agreement; provided that the State shall give Grantee written notice specifying Grantee's failure. If within thirty (30) days after receipt of such notice, Grantee shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Grantee in default and the agreement shall terminate on the date specified in such notice. The Grantee may exercise any rights available to it under Louisiana law terminate for cause upon the failure of the State to comply with the terms and conditions of this Grant Agreement; provided that the Grantee Shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

12. Termination for Convenience

Either party may terminate this Grant Agreement for convenience at any time by giving thirty (30) days written notice to the other party. The Grantee shall be entitled to payment for activities in progress and for those expenses that have been incurred by the Grantee prior to receipt of the notice to terminate this Grant Agreement, cannot be cancelled, and are designated in the Budget as expenses that would be funded through the Grant Agreement described herein, to the extent work has been performed satisfactorily.

13. Documentation

Upon termination or expiration of this Agreement, copies of all records, reports, worksheets, documents or any other materials related to this grant shall be provided to the State

upon request.

14. Taxes

The Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this Grant Agreement and/or legislative appropriation shall be said Grantee's obligation and identified under Federal Tax Identification number 726000931 02.

15. Assignment of Interest

The Grantee shall not assign any interest in this grant and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Grantee from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the State.

16. Authorization to Proceed

The Grantee shall proceed with the terms of this Grant Agreement only after receiving written authorization from the State.

17. Grant Term

This agreement shall begin on September 1, 2013 and shall terminate on June 30, 2014.
IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date herein

written below.

WITNESSES:

Stacy M. Mockeaux

4-29-14
Date

Date

APPROVED:

Lee Posey
Lee Posey, Mayor
City of Natchitoches

4-29-14
Date

Pam Breaux, Assistant Secretary
Office of Cultural Development

Date

**SCOPE OF WORK
CITY OF NATCHITOCHES
SPONSORSHIP - 2014 LOUISIANA TRUST FOR HISTORIC
PRESERVATION CONFERENCE
&
NATIONAL MAIN STREET CONFERENCE SCHOLARSHIPS**

September 1, 2013- June 30, 2014

The Certified Local Government Program of the Louisiana Division of Historic Preservation has identified the City of Natchitoches to act as administrative coordinator to assist with preparations for the 2014 Louisiana Trust for Historic Preservation Conference. The Louisiana Trust for Historic Preservation Conference will be held on June 26 - 28, 2014 in Natchitoches, Louisiana. The City of Natchitoches will be responsible for handling the fiscal aspects associated with identifying presenters/speakers for the conference. The Grantee will also process scholarship disbursements for Main Street Managers and Historic District Commissioners awarded scholarships to defray their cost of attending the Louisiana Trust for Historic Preservation Conference and/or the National Main Street Conference. The National Main Street Conference will be held in Detroit, Michigan on May 18 - 21, 2014. In addition to acting as administrative coordinator for the above mentioned conferences, the City of Natchitoches will also facilitate the quarterly Main Street trainings for the Louisiana Main Street Communities.

The awarded grant funds will cover the expenses outlined in the budget (Attachment B) of this agreement. Reimbursement of funds will be made after the Grantee has submitted an Itemized Billing Request and Status Report in accordance with the following schedule:

**Sept. 1 – Sept. 30 (to be submitted no later than Oct. 31)
Oct. 1 – Dec. 31 (submitted no later than Jan. 31)
Jan. 1 – Mar. 31 (submitted no later than Apr. 30)
Apr. 1 – Jun. 30 (submitted no later than Jul. 10)**

Any printed reports or other printed material prepared under this grant must have the following statements appear in the published version:

This project has been financed in part with federal funds from the National Park Service, Department of the Interior through the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior, Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation.

ATTACHMENT A
13-HP-19

And

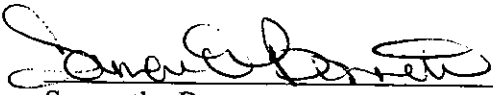
This program received federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, age, sex or sexual orientation in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

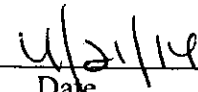
Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, DC 20240

Ray Scriber, project monitor for Division of Historic Preservation, will be in close contact with Samantha Bonnette, project manager, to ensure that the project is on course.

Reports and grant deliverables must be submitted to:

Ray Scriber
Louisiana Division of Historic Preservation
Louisiana Main Street Program
P. O. Box 44247
Baton Rouge, LA 70804
Phone: 225.342.8162
Fax: 225.219.9772
Email: rscriber@crt.la.us


Samantha Bonnette
Project Director


Date

**BUDGET
CITY OF NATCHITOCHEs
SPONSORSHIP OF 2014 LOUISIANA TRUST FOR HISTORIC
PRESERVATION CONFERENCE
&
NATIONAL MAIN STREET CONFERENCE SCHOLARSHIPS**

September 1, 2013 - June 30, 2014

BUDGET ITEMS	GRANT AWARD	CASH IN-KIND MATCH	TOTAL
Main Street Quarterly Trainings	6,000		6,000
Louisiana Trust for Historic Preservation – Speakers Fees	5,550		5,550
LTHP Conference Scholarships (60 @\$125 each)	7,500		7,500
LTHP Sponsorship Fee	10,057		10,057
National Main Street Conference Scholarships (25 @ \$500 each)	12,500		12,500
Administrative Fee	2,000		2,000
TOTAL	43,607		43,607

FEDERAL GRANT AMOUNT	\$ 43,607
CASH/IN-KIND MATCH	\$ 0
TOTAL PROJECT COST	\$ 43,607

Travel expenses will be reimbursed according to the revised state travel regulations listed in PPM-49.

ATTACHMENT C

13-HP-19

ITEMIZED BILLING REQUEST FORM

SUBGRANTEE:

City of Natchitoches - Certified Local Government BILLING PERIOD:

FEDERAL GRANT AMOUNT: 43,607.00

FEDERAL GRANT NUMBER: P13AF00181

PROJECT NAME:

Sponsorship of LA Trust for Historic Preservation BILLING REQUEST#

& National Main Street Conferences

QUARTERLY REPORT SUBMITTED/ATTACHED:

APPROVED BUDGET CATEGORIES	TOTAL BUDGET	EXPENDED THIS PERIOD	EXPENDED TO DATE	BALANCE REMAINING
FEDERAL GRANT FUNDS				
Louisiana Main Street Quarterly Trainings	6,000.00			
Louisiana Trust for Historic Preservation Conf. Speakers Fees	5,550.00			
LTHP Conference Scholarships (60 @ \$125 ea.)	7,500.00			
LTHP Sponsorship Fee	10,057.00			
National Main Street Conference Scholarships (25 @ \$500 ea.)	12,500.00			
Administrative Assistant Fee	2,000.00			
TOTAL FEDERAL GRANT	43,607.00			
CASH MATCH	0.00			
TOTAL MATCH	0.00			
TOTAL PROJECT COSTS	43,607.00			

I certify that this document is a summary of this period's activity on the above-referenced project; that all expenditures for this period have been reported; that the copies of documentation to support these expenditures are attached and originals of these documents will be maintained on file by the Grantee for a minimum of three years; and to the best of my knowledge and belief this summary report has been done in accordance with the June, 2007 edition of the Historic Preservation Fund Grants Manual and all appropriate OMB Circulars listed in the grant agreement.

Amount Requested for Reimbursement This Period: _____

Mayor

Date

Fiscal Agent

Date

REIMBURSEMENT PROCEDURES

1. The itemized billing request form (ATTACHMENT C) shall be used to request reimbursement of funds. **The entirety of the form must be completed.** For governmental organizations or universities, it must be prepared and signed by **Accounting Department**. Signature must be **ORIGINAL**.
2. The forms must be submitted to our office according to the following schedule, and must include **ALL EXPENDITURES** covering that period.

Sept. 1 – Sept. 30 (to be submitted no later than Oct. 31)

Oct. 1 – Dec. 31 (submitted no later than Jan. 31)

Jan. 1 – Mar. 31 (submitted no later than Apr. 30)

Apr. 1 – Jun. 30 (submitted no later than Jul. 10)

3. At the time the itemized billing request form is submitted, the status report must be turned in. This report should, at a minimum, be a one page report of all activities which occurred during that period.
4. **PLEASE NOTE** - Travel will be reimbursed according to revised PPM-49 travel regulations.
5. The itemized billing request form and quarterly report **must be submitted** to our office within the time frame outlined above. **Failure to comply with these procedures may cause termination of this Grant Agreement and may jeopardize future funding.**

PLEASE MAKE SURE ALL INVOLVED PARTIES SIGN THIS FORM PRIOR TO RETURNING THE GRANT AGREEMENT. ALL EXPENSES, MUST BE INCURRED NO LATER THAN JUNE 30, 2014. ANY COSTS INCURRED AFTER THAT DATE WILL BE DISALLOWED.



Lee Posey, Mayor
City of Natchitoches



Samantha Bonnette, Project Director

Fiscal Officer
City of Natchitoches

ATTACHMENT E

13-HP-19

Grant Application

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF MARCH 2014

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 13/14FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENDED
REVENUE	14,310,659	1,192,555	1,225,878	33,323.53	10,534,483		3,776,176	73.61%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	507,018	42,252	40,902	1,349.92	409,397	11,393	86,228	82.99%
COMMUNITY DEVELOPMENT	670,357	80,793	53,378	27,415.23	624,676	23,672	22,008	96.72%
PLANNING & ZONING	244,512	20,376	15,601	4,775.18	188,018	2,705	53,788	78.00%
FIRE DEPARTMENT	3,306,501	275,542	227,609	47,932.71	2,396,076	(29)	910,454	72.46%
POLICE DEPARTMENT	4,650,400	387,533	321,928	65,605.19	3,429,172	9,980	1,211,248	73.95%
ANIMAL SHELTER	172,430	14,369	10,995	3,373.75	117,249	184	54,997	68.10%
PURCHASING	259,219	21,602	15,695	5,906.62	206,260	949	52,010	79.94%
CITY GARAGE	253,954	21,163	24,860	(3,697.12)	187,737		66,217	73.93%
RECREATION *2	842,474	70,206	71,344	(1,138.26)	682,869	22,686	136,920	83.75%
PUBLIC WORKS	1,229,351	102,446	91,783	10,662.48	1,000,806	38,080	190,465	84.51%
INDIRECT EXPENSE	1,992,388	166,032	113,970	52,061.87	1,464,943	24,119	503,326	74.74%
PROGRAMMING & PROMOTIONS	182,055	15,171	8,027	7,144.22	98,645	1,440	81,970	54.97%
TOTAL GENERAL FUND	14,310,659	1,192,555	996,093	196,461.88	10,805,848	135,179	3,369,632	76.45%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED	83%
% BUDGET EXPENDED	76%

CITY OF NATCHITOCHES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF MARCH 31, 2014

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 13/14 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	39,809,216	3,317,435	2,652,117	(665,318)	30,392,797		9,416,419	76.35%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	410,830	34,236	24,488	9,747	262,203	2,612	146,015	64.46%
WATER	2,551,172	212,598	174,695	37,903	1,818,591	72,544	660,037	74.13%
SEWER	1,535,796	127,983	143,835	(15,852)	1,262,943	21,974	250,880	83.66%
ELECTRIC	25,750,788	2,145,899	7,017,293	(4,871,394)	20,802,970	30,149	4,917,670	80.90%
UTILITY BILLING	573,466	47,789	40,855	6,933	381,767	13,772	177,927	68.97%
INFORMATION TECH	329,625	27,469	13,633	13,836	215,879	3,550	110,196	66.57%
INDIRECT	8,657,539	721,462	648,587	72,875	7,468,530	55,889	1,133,120	86.91%
TOTAL UTILITY FUND	39,809,216	3,317,435	8,063,386	(4,745,952)	32,212,882	200,489	7,395,844	81.42%

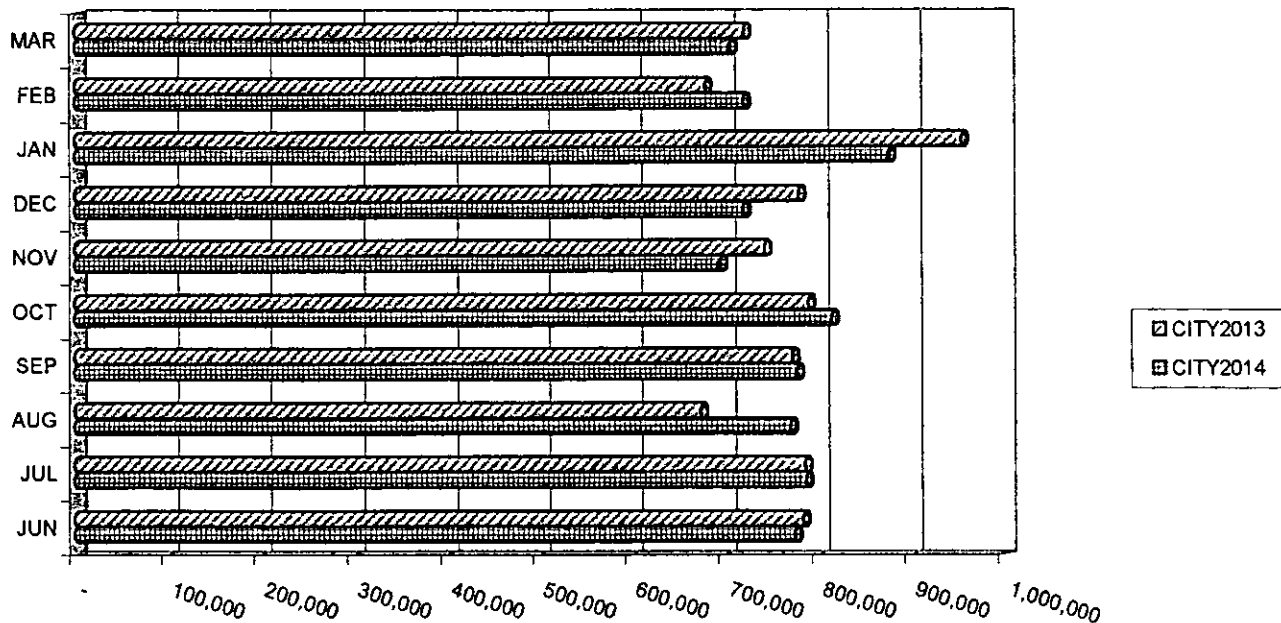
FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED	83%
% BUDGET EXPENDED	81%

CITY OF NATCHITOCHEs

FISCAL YEAR SALES TAX COLLECTIONS

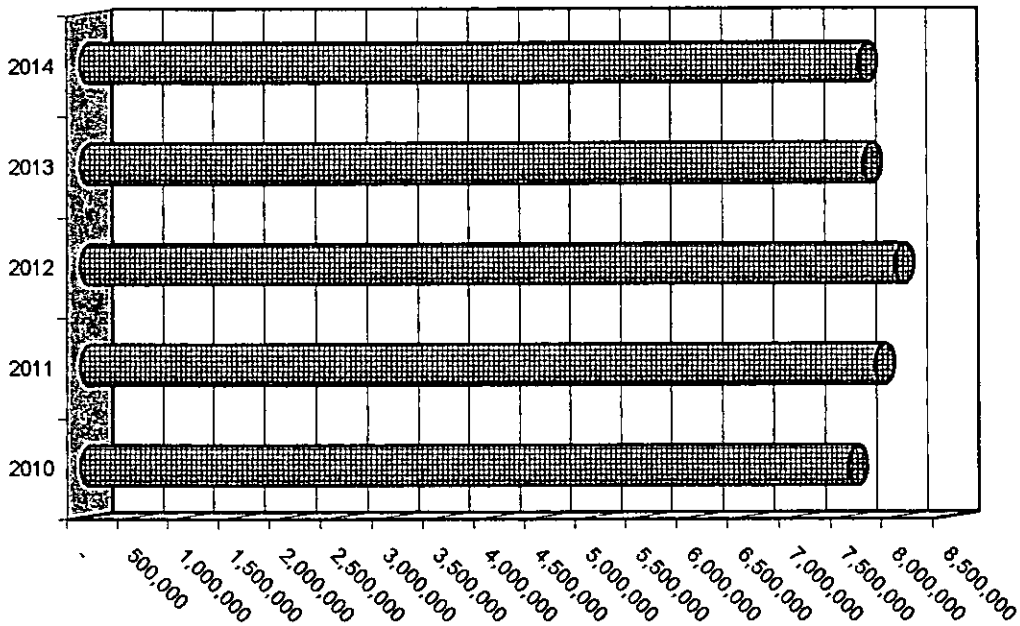


REVENUE BY MONTHS

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	805,871	833,927	925,940	787,124	788,242	1,118	0.14%
AUG	723,797	747,034	799,473	675,717	771,686	95,969	14.20%
SEP	741,017	739,153	788,812	773,754	778,205	4,451	0.58%
OCT	733,485	790,155	811,193	791,074	816,314	25,240	3.19%
NOV	692,841	727,106	717,075	743,816	696,883	(46,933)	-6.31%
DEC	750,875	749,143	765,125	780,648	721,635	(59,013)	-7.56%
JAN	918,121	904,603	929,669	955,479	877,456	(78,023)	-8.17%
FEB	706,237	674,576	727,109	681,159	722,168	41,009	6.02%
MAR	721,108	903,717	766,588	722,974	707,360	(15,614)	-2.16%

CITY OF NATCHITOCHE

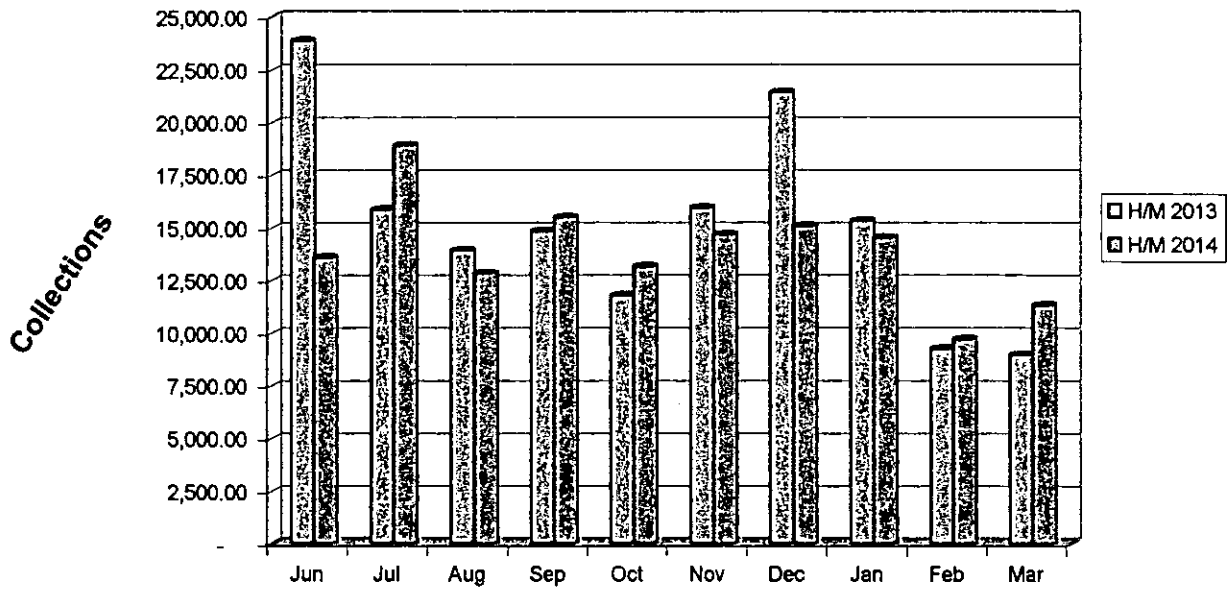
FISCAL YEAR SALES TAX COLLECTIONS



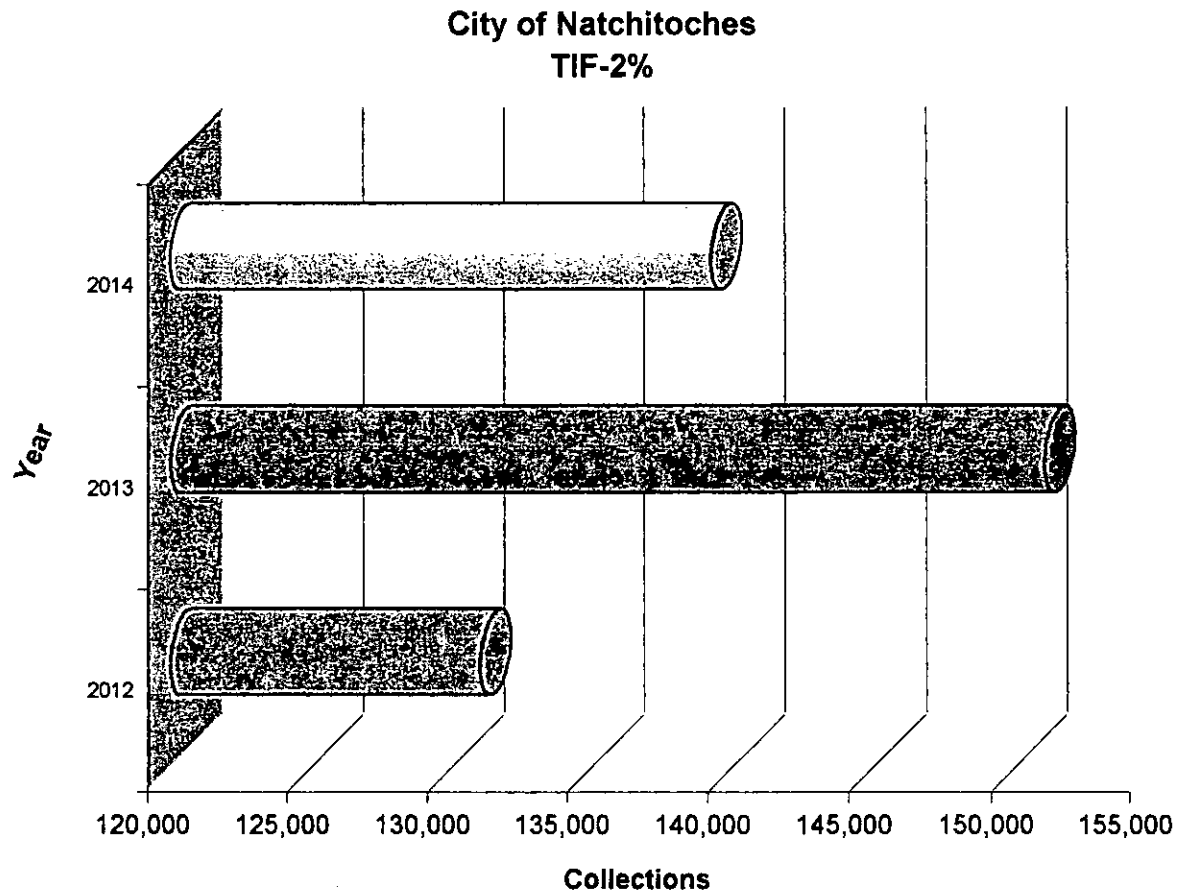
REVENUE YEAR TO DATE

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	1,560,571	1,579,220	1,704,266	1,571,830	1,563,915	(7,915)	-0.50%
AUG	2,284,368	2,326,254	2,503,739	2,247,547	2,335,601	88,054	3.92%
SEP	3,025,385	3,065,407	3,292,551	3,021,301	3,113,806	92,505	3.06%
OCT	3,758,870	3,855,562	4,103,744	3,812,375	3,930,120	117,745	3.09%
NOV	4,451,711	4,582,668	4,820,819	4,556,191	4,627,002	70,811	1.55%
DEC	5,202,586	5,331,811	5,585,944	5,336,839	5,348,637	11,798	0.22%
JAN	6,120,707	6,236,414	6,515,613	6,292,318	6,226,093	(66,225)	-1.05%
FEB	6,826,944	6,910,990	7,242,722	6,973,477	6,948,261	(25,216)	-0.36%
MAR	7,548,052	7,814,707	8,009,310	7,696,451	7,655,621	(40,830)	-0.53%

City of Natchitoches TIF 2%



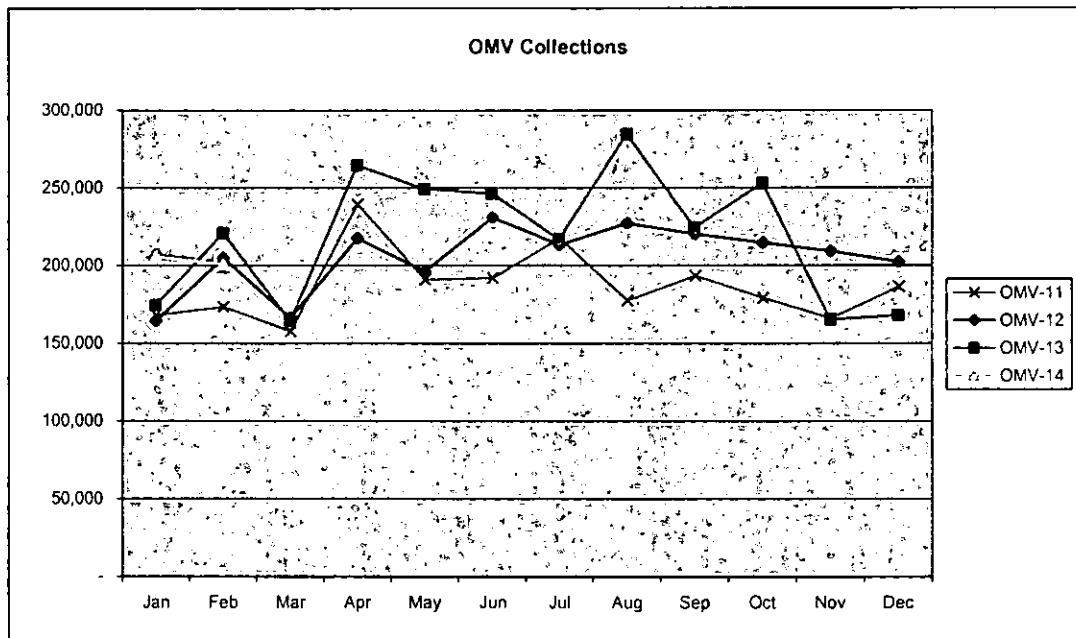
Period	2012	2013	2014	DIFF 13/14	% DIFF
Jun	0	23,874.50	13,597.75	(10,276.75)	-43.04%
Jul	0	15,844.98	18,905.43	3,060.45	19.31%
Aug	19,047.82	13,928.45	12,843.05	(1,085.40)	-7.79%
Sep	17,078.68	14,825.46	15,486.48	661.02	4.46%
Oct	17,253.08	11,785.44	13,163.32	1,377.88	11.69%
Nov	16,983.00	15,940.88	14,676.81	(1,264.07)	-7.93%
Dec	19,722.20	21,419.33	15,082.08	(6,337.25)	-29.59%
Jan	16,390.01	15,308.72	14,521.59	(787.13)	-5.14%
Feb	11,289.00	9,243.40	9,717.26	473.86	5.13%
Mar	13,310.37	8,955.53	11,318.99	2,363.46	26.39%



Period	2012	2013	2014	DIFF 13/14	% DIFF
Jun	-	23,874.50	13,597.75	(10,276.75)	-43.04%
Jul	-	39,719.48	32,503.18	(7,216.30)	-22.20%
Aug	19,047.82	53,647.93	45,346.23	(8,301.70)	-18.31%
Sep	36,126.50	68,473.39	60,832.71	(7,640.68)	-12.56%
Oct	53,379.58	80,258.83	73,996.03	(6,262.80)	-8.46%
Nov	70,362.58	96,199.71	88,672.84	(7,526.87)	-8.49%
Dec	90,084.78	117,619.04	103,754.92	(13,864.12)	-13.36%
Jan	106,474.79	132,927.76	118,276.51	(14,651.25)	-12.39%
Feb	117,763.79	142,171.16	127,993.77	(14,177.39)	-11.08%
Mar	131,074.16	151,126.69	139,312.76	(11,813.93)	-8.48%

Natchitoches Tax Commission
LA Department of Motor Vehicles Sales

Month/ Year	2011	2012	2013	2014	14 vs 13
Jan	168,051.63	164,467.36	174,514.52	205,655.35	17.84%
Feb	173,570.53	205,177.33	220,905.99	201,200.44	-8.92%
Mar	157,817.67	166,324.69	164,353.86		
Apr	239,582.86	217,732.82	264,608.75		
May	190,980.40	196,365.55	249,447.49		
Jun	192,184.32	230,945.64	246,712.96		
Jul	217,528.02	213,497.75	217,028.15		
Aug	177,404.48	227,231.78	284,804.63		
Sep	193,381.54	220,368.79	224,618.30		
Oct	179,172.54	214,695.08	253,263.37		
Nov	165,928.76	209,191.64	165,389.46		
Dec	186,507.49	202,412.94	168,100.98		
Totals	\$ 2,242,110.24	\$ 2,468,411.37	\$2,633,748.46	\$ 406,855.79	-84.55%



Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of March the revenues were at 73.61% and expenditures at 76.45%, with 83% of the budget year elapsed. We will continue to watch the General Fund closely to make sure we stay within our expenditures. The Utility Fund revenues were at 76.35% and expenditures at 81.42%. Sales Tax Collections for March were down 2.16%, but our Year to Date shows being down only 0.53% so less than 1% down. We still have April and May to be reported. The TIF for March was up 26.39% from 2013, but the year to date is was down 8.48%. The automobile report from the state was not in by the cut off for tonight's meeting, but we should have March and April's number for the next meeting.

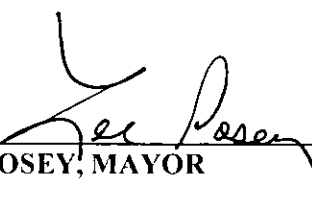
Mayor Posey stated everyone should be aware of the Cleanest City Contest on which we will be judged on May 15th. As clean as we think our City is, we still have some work today. We need to get the community on board to participate and continue to keep up after the contest so our City will look better.

The offices of the City of Natchitoches will be closed on Monday, May 26, 2014 for the Memorial Day holiday and therefore the City Council Meeting scheduled for Monday, May 26, 2014 will be changed to Tuesday, May 27, 2014. The next scheduled City Council meeting will be on May 12, 2014.

Ms. Morrow stated she is glad to be back and is here to help the district and City as well. She would like to thank everyone that came out for the swearing in ceremony on Friday, April 25th.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:34 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE